



## INVITATION FOR BIDS

**BID # 31-03/04**

### **THREE YEAR CONTRACT TO PROVIDE GROUNDS MAINTENANCE SERVICE**

**JULIA TUTTLE CAUSEWAY  
MACARTHUR CAUSEWAY  
FIFTH STREET  
COLLINS AVENUE (FROM 40<sup>TH</sup> TO 60<sup>TH</sup> STREET)**

**PALM /HISBISCUS ISLAND  
STAR ISLAND  
MASEILLE DRIVE**

**BID OPENING: AUGUST 5, 2004 AT 3:00 P.M.**



**Gus Lopez, CPPO, Procurement Director  
City of Miami Beach - Procurement Division  
1700 Convention Center Drive  
Miami Beach, FL 33139  
<http://www.miamibeachfl.gov>**

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# PROCUREMENT

**BID NO: 31-03/04  
DATE: 06/29/04**

**CITY OF MIAMI BEACH  
1**



**PROCUREMENT DIVISION**

Telephone (305) 673-7490  
Facsimile (305) 673-7851

October 26, 2004

Ms. Maria Valdes  
Superior Landscaping & Lawn Service, Inc.  
2200 N.W. 23<sup>rd</sup> Avenue  
Miami, FL 33142

**RE: NOTICE TO PROCEED, CONTRACT BID NO. 31-03/04, THREE YEAR  
CONTRACT TO PROVIDE GROUNDS MAINTENANCE SERVICE**

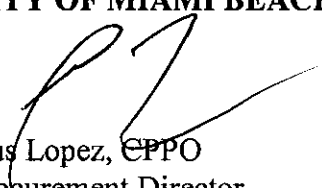
Dear Ms. Valdes:

You are hereby notified to commence the grounds maintenance service for various City locations in accordance with ITB 31-03/04 as of 11/1/04.


**The Contract** shall remain in effect for a period of three years from the date on this Notice to Proceed and could be extended for and additional two (2) years, on a year to year basis.

Thank you for your cooperation.

**CITY OF MIAMI BEACH**

  
Gus Lopez, CPPO  
Procurement Director

**Contractor hereby acknowledges receipt of this Notice to Proceed.**

Signature: 

Printed Name: Carlos Fando

Title: Supervisor

Date: 10-26-04

## **Performance Bond Public Construction**

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KNOW ALL MEN BY THESE PRESENTS: that  
Superior Landscaping and Lawn Service, Inc.  
2200 N.W. 23rd Ave.  
Miami, FL 33142

as Principal, hereinafter called Contractor, and,  
First Seaford Surety, Inc.  
33 Rock Hill Road #230  
Bala Cynwyd, PA 19004

as Surety, hereinafter called Surety, are held and firmly bound unto  
City of Miami Beach, FL  
1700 Convention Center Dr.  
Miami Beach, FL 33139

as Obligee, hereinafter called Owner, in the amount of  
Three Hundred Thousand and 00/100- Dollars (\$300,000.00 ),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns,  
jointly and severally, firmly by these presents.

### **WHEREAS,**

Contractor has by written agreement dated \_\_\_\_\_, entered into a contract with Owner for  
Grounds Maintenance Services ,Julia Tuttle Causeway, Mac Arthur Causeway, Fifth Street, Palm Island, Hibiscus Island,  
Star Island, Collins Ave Medians (From 40<sup>th</sup> to 60<sup>th</sup> St.), Marseille Drive – Miami Beach, FL

accordance with Drawings and Specifications prepared by

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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# PERFORMANCE BOND

## Public Construction

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligation thereunder, the Surety may promptly remedy the default, or shall promptly

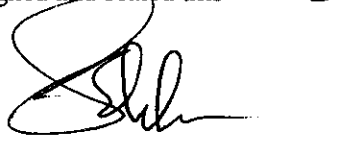
1. Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its term and conditions, and upon determination by Surety of the lowest responsible bidder, or if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults

under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 23 day of Sept., 2004

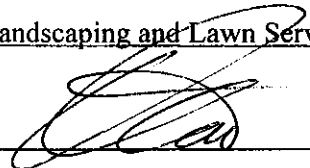


(Witness)

Superior Landscaping and Lawn Service, Inc.

(Principal)

(Seal)




(Title)

First Sealord Surety, Inc.

(Surety)

(Seal)



(Title) **Brett Rosenhaus**

Attorney-in-fact and Florida Licensed Resident Agent

Michael Rosenhaus

(Witness)

**FRONT PAGE OF  
PUBLIC PAYMENT BOND**

Florida Statute 255.05

**BOND NO.** 045075PP

**CONTRACTOR:** **Superior Landscaping and Lawn Service, Inc.**  
2200 N.W. 23rd Ave.  
Miami FL 33142  
305-634-0717

**SURETY:** First Sealord Surety, Inc.  
33 Rock Hill Road #230  
Bala Cynwyd PA 19004  
**877-351-0333**

**AGENT:** Nielson, Rosenhaus, & Associates, Inc.  
5114 Okeechobee Blvd.  
West Palm Beach, FL 33417

**OBLIGEE:** City of Miami Beach, FL  
1700 Convention Center Dr.  
Miami Beach FL 33139  
**305-673-7000**

<p><b>PROJECT:</b> <b>Grounds Maintenance Services,</b> Julia Tuttle Causeway, Mac Arthur Causeway, Fifth Street, Palm Island, Hibiscus Island, Star Island, Collins Ave Medians (From 40<sup>th</sup> to 60<sup>th</sup> St.), Marseille Drive – Miami Beach, FL</p>
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# Labor and Material Payment Bond

## Public Construction

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE  
OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

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KNOW ALL MEN BY THESE PRESENTS: that  
Superior Landscaping and Lawn Service, Inc.  
2200 N.W. 23rd Ave.  
Miami, FL 33142  
305-634-0717

as Principal, hereinafter called Contractor, and,  
First Sealord Surety, Inc.  
33 Rock Hill Road #230  
Bala Cynwyd, PA 19004  
877-351-0333

as Surety, hereinafter called Surety, are held and firmly bound unto  
City of Miami Beach, FL  
1700 Convention Center Dr.  
Miami Beach, FL 33139  
305-673-7000

as Obligee, hereinafter called Owner, in the amount of  
One Hundred Fifty Thousand and 00/100—Dollars (\$150,000.00)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns,  
jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated \_\_\_\_\_, entered into a contract with Owner for  
Grounds Maintenance Services Julia Tuttle Causeway, Mac Arthur Causeway, Fifth Street, Palm Island, Hibiscus Island,  
Star Island, Collins Ave Medians (From 40<sup>th</sup> to 60<sup>th</sup> St.), Marseille Drive – Miami Beach, FL  
in accordance with Drawings and Specifications prepared by

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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# LABOR AND MATERIAL PAYMENT BOND

## Public Construction

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. Claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanic's liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

This bond is amended so that the provisions and limitations of Section 255.05, Florida Statutes, is incorporated herein by reference.

Signed and sealed this 23 day of Sept., 2004.

(Witness)

Superior Landscaping and Lawn Service, Inc.

(Principal)

(Seal)

(Title)

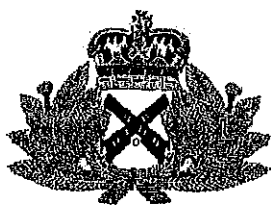
First Sealord Surety, Inc.

(Surety)

(Seal)

(Title) **Brett Rosenhaus**

Attorney-in-fact and Florida Licensed Resident Agent



**FIRST SEALORD SURETY, INC.**

Principal Office  
33 Rock Hill Road  
Bala Cynwyd, PA 19004  
(610) 664-2324

**RIDER TO BOND  
BONDED PRINCIPAL DISCLOSURE NOTICE  
OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, effective November 26, 2002, that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Coverage under your existing policy may be affected as follows:

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY YOUR BOND FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM, IF ANY, IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES PAYS 90% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THERE IS A CAP ON OUR LIABILITY TO PAY FOR SUCH LOSSES IF THE AGGREGATE AMOUNT OF INSURED LOSSES UNDER THE ACT EXCEEDS \$100,000,000,000 DURING THE APPLICABLE PERIOD FOR ALL INSURED AND ALL INSURERS COMBINED. IN THAT CASE, WE WILL NOT BE LIABLE FOR THE PAYMENT OF ANY AMOUNT WHICH EXCEEDS THAT AGGREGATE AMOUNT OF \$100,000,000,000. YOUR BOND SETS FORTH THE EXTENT AND SCOPE OF APPLICABLE COVERAGE. THERE IS CURRENTLY NO PREMIUM CHARGE FOR THIS COVERAGE, BUT FIRST SEALORD SURETY RESERVES THE RIGHT TO CHARGE PREMIUM FOR SUCH COVERAGE IN THE FUTURE.

**First Sealord Surety, Inc.  
Power of Attorney**

Power No: MCO-0408-04-07944

**KNOW ALL MEN BY THESE PRESENTS:** That First Sealord Surety, Inc., a corporation of the Commonwealth of Pennsylvania, (hereinafter the "Company") has made, constituted and appointed, and by these presents does make, constitute and appoint **Brett Rosenhaus of West Palm Beach, Florida**

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of a similar nature as follows:

\*\*\*\*\* **Not To Exceed Two Million Five Hundred Thousand Dollars-----(\$2,500,000.00) \*\*\*\*\***

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Corporation as fully and to the same extent as if signed by the duly authorized officers of the Corporation and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Corporation on April 7, 2003 with all Amendments thereto and are still in full force and effect:

"Article XII: Policies, Bonds, Recognitions, Stipulations, Consents of Surety, Underwriting Undertakings, and Instruments Relating Thereto.

**Section 12-1.** Insurance policies, bonds, recognitions, stipulations, consents of surety and underwriting undertakings of the Corporation, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Corporation: a) by the Chairman of the Board, the President or a Vice President, and by the Secretary or an Assistant Secretary; or b) by an Attorney-in-Fact for the Corporation appointed and authorized by the Chairman of the Board, the President, or a Vice President to make such signature; or c) by such other officers or representatives as the Board may from time to time determine. The seal of the Corporation shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative. The authority of such Attorney-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

**IN WITNESS WHEREOF,** First Sealord Surety, Inc. has caused these presents to be duly signed and its corporate seal to be hereunto affixed and duly attested this 20th day of January, 2004.



Attest:

Gary L. Bragg, Secretary

First Sealord Surety, Inc.

By:

Joel D. Cooperman, Vice President

Commonwealth of Pennsylvania  
County of Montgomery

On this 20th day of January, 2004, before me personally appeared Joel D. Cooperman, Vice President of First Sealord Surety, Inc., with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the Commonwealth of Pennsylvania, that he is Vice President of First Sealord Surety, Inc., the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto as Vice President of said Corporation by like authority.



*Anthony T. Stewart*

- Notary Public

Notarial Seal  
Anthony T. Stewart, Notary Public  
Lower Merion Twp., Montgomery County  
My Commission Expires August 5, 2006  
Member, Pennsylvania Association Of Notaries

**CERTIFICATE**

I, the undersigned Secretary of First Sealord Surety, Inc. do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Officer who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an Attorney-in-Fact as provided in Section 12-1 of the By-Laws of First Sealord Surety, Inc. This Certificate may be signed and sealed by facsimile under and by authority of the following provisions of the By-Laws of First Sealord Surety, Inc.:

"Section 12-2. The use of a printed facsimile of the corporate seal of the Corporation and of the signature of the Secretary or an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by an authorized person pursuant to Article XII, Section 12-1 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the Corporation surety bonds, underwriting undertakings, or other instruments described in said Section 12-1, with like effect as if such seal and such signature had been manually affixed and made."

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of the Corporation to these presents

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

This power of attorney is void unless the Bond number is inserted in this paragraph (insert Bond # here 045075PP), the bond number is the same number as on the original bond, and the bond number has been inserted by an officer or employee of the Company or by the agent.

(Seal)

Gary L. Bragg, Secretary

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID GS SUPER-8	DATE (MM/DD/YYYY) 09/28/04
<b>PRODUCER</b> Insurance Marketers, Inc. 141 Almeria Avenue Coral Gables FL 33134 Phone: 305-442-9507 Fax: 305-447-8527		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> Superior Landscaping & Lawn P.O. Box 35-0095 Miami FL 33135		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: The Hartford Ins. Companies.	
		INSURER B: Bridgefield Employers Ins. Co.	
		INSURER C:	
		INSURER D:	
		INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED, IT MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL, GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Gen Agg/Per Proje GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	21UENUV5474	07/10/04	07/10/05	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PROFITS - COMP/OP AGG \$ 2000000
A		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp/Coll Ded: 500	21UENUV5474	07/10/04	07/10/05	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	083032574	07/16/04	07/16/05	MC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1000000 EL DISEASE - EA EMPLOYEE \$ 1000000 EL DISEASE - POLICY LIMIT \$ 1000000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Certificate Holder named as additional Insured with respect to the Three year contract to provide grounds maintenance service- Bid#31-03/04-10 days notice of cancelation for non-payment of premium

**CERTIFICATE HOLDER**

CITYMI4

City of Miami Beach  
 Risk Management  
 1700 Convention Center Drive  
 Miami Beach FL 33139

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



**GROUND MAINTENANCE SERVICE AGREEMENT  
BETWEEN THE CITY OF MIAMI BEACH  
AND SUPERIOR LANDSCAPING AND LAWN SERVICE, INC.  
PURSUANT TO BID NO. 31-03/04**

**THIS AGREEMENT** made and entered into this 8<sup>th</sup> day of September, 2004, by and between the **CITY OF MIAMI BEACH, FLORIDA** (hereinafter referred to as City), having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139, and **SUPERIOR LANDSCAPING AND LAWN SERVICE, INC.** (hereinafter referred to as Contractor), whose address is 2200 N.W. 23 Avenue, Miami, Florida 33142.

**SECTION 1  
DEFINITIONS**

Agreement:	This Agreement between the City and Contractor.
Bid:	Bid No. 31-03/04 for Citywide Janitorial Services and Contractor's bid in response thereto.
City Manager:	The Chief Administrative Officer of the City.
Contractor:	For the purposes of this Agreement, Contractor shall be deemed to be an independent contractor, and not an agent or employee of the City.
Services:	All services, work and actions by the Contractor performed pursuant to or undertaken under this Agreement, as described in Section 2 and Exhibit "A" of this Agreement.
Compensation:	Amount paid to the Contractor to cover the costs of the Services.
Risk Manager:	The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139, telephone number (305) 673-7000, Ext. 6435, and fax number (305) 673-7023.

## **SECTION 2** **SCOPE OF WORK**

The scope of work and the locations that grounds maintenance services are to be performed by Contractor is set forth in Exhibit "A," entitled "Scope of Services". (also referred to as Services or Grounds Maintenance Services)

## **SECTION 3** **COMPENSATION**

### **3.1    FEE**

Contractor shall be compensated for the Services to be provided herein, pursuant to the "per service" bid amount per location upon acceptance by the City for Grounds Maintenance Services set forth in Exhibit "A". The bid price is stated as "per service" amount. Each complete service cycle must be invoiced separately on a monthly basis for services rendered during said month and City will pay to Contractor each month the "per service" payment amount. Additional or decreased compensation may be authorized at the discretion of the Project Manager, subject to City budgetary conditions, for Deletion of Sites, Addition of Sites, or Additional Work performed by the Contractor.

### **3.2    INVOICING**

Contractor shall submit two copies of all invoices, which includes the purchase order number and a detailed description of the Services or portion thereof provided, to the Parks/Landscape Maintenance Division, 2100 Meridian Avenue, Miami Beach, Florida 33139.

### **3.3    METHOD OF PAYMENT**

Payments shall be made for Services satisfactorily performed, as reasonably determined by the City, within thirty (30) days of the date of invoice, in a manner satisfactory to and as approved and received by, the City. Contractor shall mail all invoices to:

City of Miami Beach  
Accounts Payable  
1700 Convention Center Drive  
3<sup>rd</sup> Floor  
Miami, Florida 33139

with two copies to:

City of Miami Beach  
Parks/Landscape Maintenance Division  
2100 Meridian Avenue,  
Miami Beach, Florida 33139

## **SECTION 4**

### **GENERAL PROVISIONS**

#### **4.1 (INTENTIONALLY OMITTED)**

#### **4.2 PUBLIC ENTITY CRIMES**

A State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes shall be filed with the City's Procurement Division, prior to commencement of the Services herein.

#### **4.3 DURATION AND EXTENT OF AGREEMENT**

The initial term of this Agreement shall commence after the last date execution of this Agreement by the parties here to, and upon subsequent issuance date of the Notice to Proceed, and shall run for a three-year period. This Agreement may be renewed for two (2) additional one year terms, at the City's sole discretion upon written notice to Contractor. The Bid prices will remain in effect for a three (3) year period following the issuance of the City's Notice to Proceed.

In the event the City of Miami Beach exercises its option to renew beyond the initial three (3) year contract, the contract prices and any other terms the city may choose to negotiate, will be reconsidered for adjustment 90 days prior to the renewal date due to increases or decreases in labor costs; but in no event will the prices be increased or decreased by a percentage greater than the percentage change reflected in the C.P.I as published by the U.S. Department of Labor. The City of Miami Beach reserves the right to accept the renewal adjustment or to allow the contract to terminate and re-advertise for bids, whichever is in the best interest of the City.

#### **4.4 TIME OF COMPLETION**

The Services to be rendered by the Contractor shall be commenced upon receipt of a written Notice to Proceed from the City subsequent to the execution of the Agreement, and Contractor shall adhere to the schedule as referenced by Exhibit "A" hereto.

A reasonable extension of time may be granted, in the City's sole discretion, in the event the work of the Contractor is delayed or prevented by the City of by any circumstances beyond the reasonable control of the Contractor, including weather conditions or acts of God render performance of the Contractor's duties impracticable.

#### **4.5 INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the City of Miami Beach and its officers, employees and agents, from and against any and all actions, claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Contractor, its employees, agents, sub-Contractors, or any other person or entity acting under Contractor's control, in connection with the Contractor's performance of the Services pursuant to this Agreement; and to that extent, the Contractor shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals. The parties agree that one percent (1%) of the total compensation to the Contractor for performance of the Services under this Agreement is the specific consideration from the City to the Contractor for the Contractor's Indemnity Agreement. This subsection 4.5 shall survive the expiration and/or termination of this Agreement.

The Contractor's obligation under this Subsection shall not include the obligation to indemnify the City of Miami Beach and its officers, employees and agents, from and against any actions or claims which arise or are alleged to have arisen from negligent acts or omissions or other wrongful conduct of the City and its officers, employees and agents. The parties each agree to give the other party prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects the other party.

#### **4.6 TERMINATION, SUSPENSION AND SANCTIONS**

##### **4.6.1 Termination for Default**

If the Contractor shall fail to fulfill in a timely manner, or otherwise violate any of the covenants, agreements, or stipulations material to this Agreement, the City shall thereupon have the right to terminate the Services then remaining to be performed. Prior to exercising its option to terminate for cause, the City shall notify the Contractor of its violation of the particular terms of this Agreement and shall grant Contractor seven (7) days to cure such default. If such default remains uncured after seven (7) days, the City, upon three (3) days' notice to Contractor, may terminate this Agreement and the City shall be fully discharged from any and all liabilities, duties and terms arising out of/or by virtue of this Agreement. Refer to Sections 4.7.4 and 4.7.5 of the Bid Documents for detailed information on Deficiency/Cure Notices and Corrective/Termination process and City of Miami Beach right to correct Deficiencies.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by any breach of the Agreement by the Contractor. The City, at its sole option and discretion, shall additionally be entitled to bring any and all legal/equitable actions that it deems to be in its best interest in order to enforce the City's right and remedies against the defaulting party.

The City shall be entitled to recover all costs of such actions, including reasonable attorneys' fees. To the extent allowed by law, the defaulting party waives its right to jury trial and its right to bring permissive counter claims against the City in any such action.

#### **4.6.2      Termination for Convenience of City**

The City may, for its convenience, terminate the services then remaining to be performed at any time without cause by giving written notice to Contractor of such termination, which shall become effective thirty (30) days following receipt by bidder of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to the City. If the Agreement is terminated by the City as provided in this section, the City shall compensate the Contractor in accordance with the Agreement for all services actually performed by the Contractor and reasonable direct costs of Contractor for assembling and delivering to City all documents. No compensation shall be due to the Contractor for any profits that the Contractor expected to earn on the balanced of the Agreement. Such payments shall be the total extent of the City's liability to the Contractor upon a termination as provided for in this section.

#### **4.6.3      Termination for Insolvency**

The City also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes an assignment for the benefit of creditors. In such event, the right and obligations for the parties shall be the same as provided for in Section 4.6.2.

#### **4.6.4      Sanctions for Noncompliance with Nondiscrimination Provisions**

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the City shall impose such sanctions as the City or the State of Florida may determine to be appropriate, including but not limited to, withholding of payments to the Contractor under the Agreement until the Contractor complies and/or cancellation, termination or suspension of the Services. In the event the City cancels or terminates the Services pursuant to this Subsection the rights and obligations of the parties shall be the same as provided in Section 4.6.2.

#### **4.7          CHANGES AND ADDITIONS**

Changes and additions to the Agreement shall be directed by a written amendment signed by the duly authorized representatives of the City and Contractor. No alteration, change, or modification of the terms of this Agreement shall be valid unless amended in writing, signed by both parties hereto, and approved by the City.

#### **4.8        AUDIT AND INSPECTIONS**

At any time during normal business hours and as often as the City may deem necessary, Contractor shall make available to the City and/or such representatives as the City may deem to act on its behalf, to audit, examine and make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Contractor shall maintain any and all records necessary to document compliance with the provisions of this Agreement.

#### **4.9        ACCESS TO RECORDS**

Contractor agrees to allow access during normal business hours to all financial records to the City and/or such authorized representatives as it may deem to act on its behalf, and agrees to provide such assistance as may be necessary to facilitate financial audit by the City or its representatives when deemed necessary to insure compliance with applicable accounting and financial standards. Contractor shall allow access during normal business hours to all other records, forms, files, and documents which have been generated in performance of this Agreement, to those personnel as may be designated by the City.

#### **4.10       ASSIGNMENT, TRANSFER OR SUBCONTRACTING**

The Contractor shall not subcontract, assign, or transfer any work under this Agreement without the prior written consent of the City.

#### **4.11       SUB-CONTRACTORS**

The Contractor shall be liable for the Contractor's services, responsibilities and liabilities under this Agreement and the services, responsibilities and liabilities of sub-contractors, employees, agents, or any other person or entity acting under the direction or control of the Contractor. When the term "Contractor" is otherwise used in this Agreement, it shall be deemed to include any sub-contractors and any other person or entity acting under the direction or control of Contractor. All sub-contractors must be approved of in writing prior to their engagement by Contractor.

#### **4.12       EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the performance of this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, and national origin, place of birth, marital status, physical handicap, or sexual orientation. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, color, religion, ancestry, sex, age, national origin, place of birth, marital status, disability, or sexual orientation.

Such action shall include, but not be limited to the following: employment, upgrading, demotion, or termination; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

#### **4.13      CONFLICT OF INTEREST**

The Contractor agrees to adhere to and be governed by the Metropolitan Miami-Dade County Conflict of Interest Ordinance, as amended; and by the City of Miami Beach Charter and Code, which are incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirectly which should conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

#### **4.14      PATENT RIGHTS; COPYRIGHTS; CONFIDENTIAL FINDINGS**

Any patentable result arising out of this Agreement, as well as all information, design specifications, processes, data and findings, shall be made available to the City for public use.

No reports, other documents, articles or devices produced in whole or in part under this Agreement shall be the subject of any application for copyright or patent by or on behalf of the Contractor or its employees or subcontractors.

#### **4.15      NOTICES**

All notices and communications in writing required or permitted hereunder may be delivered personally to the representatives of the Contractor and the City listed below or may be mailed by registered mail, postage prepaid (or airmailed if addressed to an address outside of the city of dispatch).

Until changed by notice in writing, all such notices and communications shall be addressed as follows:

**TO CONTRACTOR:**      Superior Landscaping and Lawn Service, Inc.  
Attn: Maria Valdes  
2200 NW 23 Avenue  
Miami, Florida 33142

**TO CITY:**

City of Miami Beach  
Attn: Robert Parcher/City Clerk  
1700 Convention Center Drive  
Miami Beach, Florida 33139

Notices hereunder shall be effective:

If delivered personally, on delivery; if mailed to an address in the city of dispatch, on the day following the date mailed; and if mailed to an address outside the city of dispatch on the seventh day following the date mailed.

**4.16      LITIGATION JURISDICTION/VENUE**

This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.

**4.17      ENTIRETY OF AGREEMENT**

This writing and the Services embody the entire Agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein and superceded hereby. The Services and the Bid are hereby incorporated by reference into this Agreement.

**4.18      LIMITATION OF CITY'S LIABILITY**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of \$1,000.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to the Contractor for damages in an amount in excess of \$1,000 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

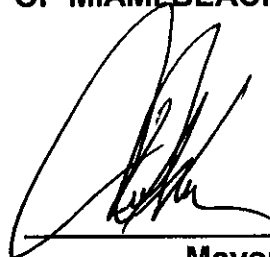
**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

**FOR CITY:**

**CITY OF MIAMI BEACH, FLORIDA**

**ATTEST:**

By:   
City Clerk

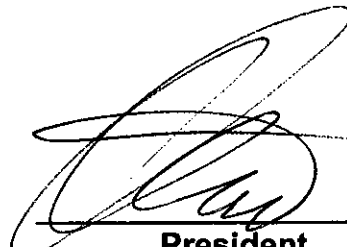
  
Mayor

**FOR CONTRACTOR:**

**ATTEST:**

\_\_\_\_\_  
Date

By:   
Secretary

  
President

Maria Valdes

Print Name

Orlando Otero

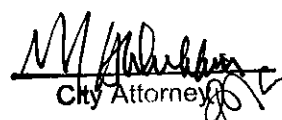
Print Name

**Corporate Seal**

9-16-04

Date

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

 10-13-04  
City Attorney Date

## EXHIBIT "A"

### **SCOPE OF SERVICES:**

The Grounds Maintenance Services Contractor ("Superior Landscaping and Lawn Service, Inc.") shall provide all labor, machinery, tools, means of transportation, supplies, equipment, materials, services and incidentals necessary to perform the required work as specified by Invitation to Bid 31-03/04(contract/proposal documents), for the locations listed below.

The work shall include but not be limited to, litter retrieval and waste disposal, mowing, edging, landscape maintenance, herbicide /insecticide application, turf management, irrigation system operation maintenance / repair and replacement of plants as required.

All work shall be completed in a continuous manner, that is, the mowing, edging, trimming, etc., shall be completed before leaving the job site.

The Contractor will adhere to a work schedule provided by the City. Any variations to that schedule, requested by either party, must be approved either verbally or in writing by an authorized representative of the other party.

The work shall include Traffic Control as described herein.

The locations of the work referenced in the above document are located throughout the City of Miami Beach, they include the following areas:

- **Julia Tuttle Causeway:** From Alton Road west to the City of Miami, city limits and from high tide water line on the north side to high tide water line on the south side, including: the "Welcome to Miami Beach" sign, all medians, both right of ways, all bridge abutments, highway exit and entry ramps and interchange green spaces. **Approximately 90 acres. Thirty (30) full service visits and One Hundred fifty six (156) litter services annually.**
- **Mac Arthur Causeway:** From Alton Road west to the City of Miami city limits and from high tide water line on the north side to the high tide water line on the south side and including: all medians, right of ways and the bridge abutments at Alton road. **Approximately 50 acres. Thirty (30) full service visits and One Hundred Fifty-six (156) litter services annually.**
- **Fifth Street:** From Alton Road east to Ocean Drive including all medians and right of ways. **Approximately 5.12 acres. Thirty (30) full service visits and One Hundred Fifty-six (156) litter services annually.**
- **Palm Island:** Includes landscaping on medians and along right of ways south and north of the entrance/ gate house area and the medians running west to east from east end of the island to the west end. **Approximately 2.76 acres. Thirty-four (34) full service visits annually. No additional litter services.**
- **Hibiscus Island:** All landscaping and turf at the neighborhood identification sign, median north of the sign and on median running west and east between North Hibiscus Road and South Hibiscus Road. **Unknown acres. Thirty-four (34) full service visits annually. No additional litter services.**

## EXHIBIT "A" (CONTD.)

- **Star Island:** All landscaping in the median and on the right of ways north and south of the entrance/gate house areas and all landscaping and turf in the large median between East Star Island Drive and West Star Island Drive. **Thirty-four (34) full service visits annually. No additional litter services.**
- **Collins Ave Medians (From 40<sup>th</sup> to 60<sup>th</sup> St.):** All medians along Collins Ave. from 40<sup>th</sup> Street north to 60<sup>th</sup> Street. **Approximately 1.53 acres. Thirty (30) full service visits and One Hundred Fifty-six (156) litter services annually.**
- **Marseille Drive:** Streetscape maintenance to include all chops and swales along Marseille Drive from Bay Drive west to Rue Notre Dame to include all streetscape on medians and swales to the north and south of Marseille Drive along Rue Notre Dame and Rue Versailles. **Approximate acreage not available. Thirty (30) full service visits and One Hundred Fifty-six litter services annually.**

# **EXHIBIT "A" (CONTD.)**

## **PER SERVICE CONTRACT AMOUNT PER LOCATION**

Item	Location	# Services	Cost per Service	Cost Per Year
1	Julia Tuttle	30	\$4,366.84	\$131,005.20
2	Mac Arthur	30	\$2,148.29	\$64,448.55
3	Fifth Street	30	\$1,302.17	\$39,065.10
4	Palm/Hibiscus	34	\$1,072.35	\$36,459.89
5	Star Island	34	\$1,399.28	\$47,575.56
6	Collins Ave	30	\$1,297.34	\$38,920.20
7	Marseille Drive	30	\$422.84	\$12,685.20
				\$370,159.70

## **NOT TO EXCEED HOURLY LABOR RATES (for additional work at the discretion of the City)**

8	HLR Contractor Representative	Regular	\$35.00
		Overtime	\$50.00
9	HLR laborer/Groundskeeper	Regular	\$25.00
		Overtime	\$37.00
10	HLR Irrigation Technician	Regular	\$35.00
		Overtime	\$52.00
11	HLR Large Equipment Operator	Regular	\$35.00
		Overtime	\$52.50
12	HLR Supervisor/Foreman	Regular	\$30.00
		Overtime	\$45.00
13	HLR Climber	Regular	\$45.00
		Overtime	\$67.00
14	HLR Certified Arborist	Regular	\$50.00
		Overtime	\$75.00
15	HLR Pest Control Technician	Regular	\$35.00
		Overtime	\$52.50

## **MATERIALS (to be installed at the discretion of the City)**

16	St. Augustine Sod	Pallet	\$190.00
17	Bahia Sod	Pallet	\$165.00
18	Cypress Mulch	Cubic Yd.	\$45.00
19	Seasonal Color		\$1.55 Each
20	Other Materials		50% Over Vendor's Cost
21	NTE Cost plant/tree inst. - Each		\$225.00

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** September 8, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** REQUEST FOR APPROVAL TO AWARD CONTRACTS TO SUPERIOR LANDSCAPING & LAWN SERVICE AS PRIMARY VENDOR FOR ALL LOCATIONS, AND TO COUNTRY BILLS LAWN MAINTENANCE, LUKES' LANDSCAPING, AND EVERGLADES ENVIRONMENTAL CARE AS SECONDARY VENDORS BASED ON THE LOWEST AND BEST BID RECEIVED FOR EACH LOCATION, PURSUANT TO INVITATION TO BID NO. 31-03/04, FOR A THREE YEAR CONTRACT TO PROVIDE GROUNDS MAINTENANCE SERVICES, IN THE ESTIMATED ANNUAL AMOUNT OF \$433,159.

### ADMINISTRATION RECOMMENDATION

Approve the Award.

### BID AMOUNT AND FUNDING

\$433,159 Funds are available from Professional Services Account Number 011.0940.000312

### ANALYSIS

The purpose of Invitation to Bid No. 31-03/04 (the "Bid") is to establish a contract with a qualified vendor for the provision of grounds maintenance service for Julia Tuttle Causeway, Mac Arthur Causeway, Fifth Street, Palm Island, Hibiscus Island, Star Island, Collins Avenue medians (from 40<sup>th</sup> to 60<sup>th</sup> Street) and Marseille Drive, as specified in the specifications.

The Bid was issued on June 29, 2004, with an opening date of August 11, 2004. BidNet issued bid notices to four prospective bidders. Additionally, the Procurement Division sent the bid announcement to the Blue Book online bidding system, the Florida Bid Reporting Service and the Small Business Administration SubNet database to further increase vendor outreach. The notices resulted in the receipt of four (4) bids.

The maintenance period shall begin 10 days after receipt of a notice to proceed, and continue for a period of three (3) years, pending available funding. The City of Miami Beach has the option to renew the contract at its sole discretion for an additional two (2) year periods on a year-to-year basis. Prior to the renewal due date, the prices may be reconsidered for adjustment due to increases or decreases in labor costs; but in no event will the prices be increased or decreased by a percentage greater than the percentage change reflected in the Consumer Price Index (C.P.I.) as published by the U.S. Department of Labor.

The bid results show a savings of \$631.12 per year if two primary vendors were awarded contracts as follows: award of contract to Superior Landscaping and Lawn Service for all locations except Collins Avenue; award of contract to Lukes' Landscaping for Collins Avenue location. It has been determined by the Parks Division that the cost associated with the administration of two contracts would exceed the annual savings realized from the award of contracts as stated above.

Based on the analysis of the four (4) responsive bids received, it is recommended that the City Commission approve the award of a contract to Superior Landscaping & Lawn Service as primary vendor for all locations, and to Country Bills Lawn Maintenance, Lukes' Landscaping and Everglades Environmental Care as secondary vendors based on the lowest and best bid received for each location.

The Bid total (\$370,159.70) includes 30 full service visits annually for all locations except Palm, Hibiscus and Star Islands which require 34 full service visits annually. The project manager may, at his discretion authorize the Contractor to perform additional work, including, but not limited to, mowing, trimming, weeding, edging, litter pickup, repairs and replacements ("grounds maintenance service type work under normal circumstances") when the need for such work arises. The Project Manager will request quote(s) from the contractor which may be negotiated as required to obtain a fair and reasonable price. Should negotiations be unsuccessful, the Project Manager may request quotes from other contractors for the additional work. Contingency funds in the amount of \$63,000 (17% of contract amount) are available for additional work.

The primary vendor, Superior Landscaping, has been in business for 25 years as a grounds maintenance provider. Contractor will procure Performance Bond in the amount of \$300,000, and a Payment Bond in the amount of \$150,000 per year for the duration of the contract. The Procurement Division obtained favorable references from the following agencies:

- **City of Sunrise/ William Ginter:** "They have provided services since 2002. I would recommend this company."
- **U.S. Southern Command Headquarters / Rolando Mesa:** "Overall satisfaction is excellent. We recommend them highly."
- **Miami Beach Convention Center / Joe Herrera:** "Excellent Company to work with."

### **CONCLUSION**

Based on the analysis of the bids received, it is recommended that the City award the contract to SUPERIOR LANDSCAPING & LAWN SERVICE as primary vendor for all locations, and TO COUNTRY BILLS LAWN MAINTENANCE, LUKES' LANDSCAPING, and EVERGLADES ENVIRONMENTAL CARE as secondary vendors based on the lowest and best bid received for each location.

### **BID TABULATION**

See attached Bid Tabulation.

ITB No. 31-03/04  
Bid Tabulation

Item	Description	Qty.	SUPERIOR LANDSCAPING		COUNTRY BILLS		LUKES' LANDSCAPING		EVERGLADES ENVIRONMENTAL		LOWEST PER LOCATION	
			Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$
1	Julia Tuttle	30	\$4,433.34	\$133,000.20	\$5,612.00	\$168,360.00	\$4,875.58	(S) \$146,267.40	\$5,800.00	\$174,000.00	\$4,433.34	\$133,000.20
2	Mac Arthur	30	\$2,181.00	\$65,430.00	\$3,050.00	\$91,500.00	\$4,005.59	\$120,167.70	\$3,000.00	(S) \$90,000.00	\$2,181.00	\$65,430.00
3	Fifth Street	30	\$1,322.00	\$39,660.00	\$1,586.00	\$47,580.00	\$3,328.38	\$99,791.40	\$1,650.00	\$49,500.00	\$1,322.00	\$39,660.00
4	Palm/Hibiscus	34	\$1,088.68	\$37,015.12	\$1,682.00	\$57,188.00	\$1,444.47	(S) \$49,111.98	\$2,500.00	\$85,000.00	\$1,088.68	\$37,015.12
5	Star Island	34	\$1,420.59	\$48,300.06	\$2,028.00	\$68,952.00	\$1,659.60	\$56,426.40	\$2,350.00	\$79,900.00	\$1,420.59	\$48,300.06
6	Collins Ave	30	\$1,297.34	\$38,920.20	\$1,394.00	\$41,820.00	\$1,114.60	(S) \$33,438.00	\$1,500.00	\$45,000.00	\$1,114.60	\$33,438.00
7	Marseille Drive	30	\$422.84	\$12,685.20	\$621.00	\$18,630.00	\$557.30	\$16,719.00	\$450.00	(S) \$13,500.00	\$422.84	\$12,685.20
Base bid:				\$375,010.78		\$494,030.00		\$521,921.88		\$536,900.00		\$389,528.58
Percentage Discount allowed if awarded entire contract :												
	Julia Tuttle		1.5 %	(P) \$131,005.20	2%	\$164,992.80	5%	\$138,954.03	5%	\$165,300.00		
	Mac Arthur		1.5 %	(P) \$64,448.55	2%	\$89,670.00	5%	\$114,159.32	5%	\$85,500.00		
	Fifth Street		1.5 %	(P) \$39,065.10	2%	\$46,628.40	5%	\$94,801.83	5%	\$47,025.00		
	Palm/Hibiscus		1.5 %	(P) \$36,459.89	2%	\$56,044.24	5%	\$46,656.38	5%	\$80,750.00		
	Star Island		1.5 %	(P) \$47,575.56	2%	\$67,572.96	5%	\$53,605.08	5%	\$75,905.00		
	Collins Ave		0%	(P) \$38,920.20	2%	\$40,983.80	5%	\$31,766.10	5%	\$42,750.00		
	Marseille Drive		0%	(P) \$12,685.20	2%	\$18,257.40	5%	\$15,883.05	5%	\$12,825.00		
Base Bid w/discount:				\$370,159.70		\$484,149.40		\$485,825.79		\$510,055.00		
17% Contingency Funds:				\$63,000.00								
Total Award:				\$433,159.70								

ITB No. 31-03/04  
Bid Tabulation

		SUPERIOR LANDSCAPING	COUNTRY BILLS	LUKES' LANDSCAPING	EVERGLADES ENVIRONMENTAL
8	HLR Contractor	Regular	\$34.00	\$25.00	\$25.00
		Overtime	\$51.00	\$37.50	\$35.00
9	HLR laborer	Regular	\$30.00	\$21.00	\$20.00
		Overtime	\$45.00	\$31.50	\$30.00
10	HLR Irrigation Tech	Regular	\$60.00	\$45.00	\$25.00
		Overtime	\$90.00	\$67.50	\$35.00
11	HLR Equ. Operator	Regular	\$40.00	\$30.00	\$55.00
		Overtime	\$60.00	\$45.00	\$75.00
12	HLR Supervisor	Regular	\$34.00	\$21.00	\$25.00
		Overtime	\$51.00	\$31.50	\$35.00
13	HLR Climber	Regular	\$34.00	\$44.00	\$25.00
		Overtime	\$51.00	\$66.00	\$35.00
14	HLR Arborist	Regular	\$60.00	\$50.00	\$35.00
		Overtime	\$90.00	\$75.00	\$50.00
15	HLR Pest Tech	Regular	\$34.00	\$30.00	\$25.00
		Overtime	\$51.00	\$45.00	\$35.00
16	St. Augustine Sod	Pallet	\$200.08	\$250.00	\$235.00
17	Bahia Sod	Pallet	\$135.00	\$225.00	\$180.00
18	Cypress Mulch	Cubic Yd.	\$37.00	\$35.00	\$38.00
19	Seasonal Color				
20	Other Materials				
21	NTE Cost plant/tree inst. - Each				
		\$1.55 Each	100% Over Vendor's Cost	\$1.50 Each	100% Over Vendor's Cost
		50% Over Vendor's Cost	75% Over Vendor's Cost	30% Over Vendor's Cost	75% Over Vendor's Cost
		\$225.00	\$150.00	\$20.00	\$100.00

**THREE YEAR CONTRACT TO PROVIDE  
GROUNDS MAINTENANCE SERVICE  
BID # 31-03/04**

**Bid Proposal Page 1 of 4**

**COMPANY NAME:** Superior Landscaping & Lawn Service, Inc.

We propose to furnish all labor, tools, equipment, transportation, permits, licenses, services and incidentals necessary in order to provide Grounds Maintenance for the City of Miami Beach, in accordance with Bid Specifications, as follows:

Item #	Project Description	Cost per Service	# Services	Cost Per Year
1	Julia Tuttle Causeway	\$ <u>4,433.34</u>	30	\$ <u>133,000.00</u>
2	Mac Arthur Causeway/	\$ <u>2,181.00</u>	30	\$ <u>65,430.00</u>
3	Fifth Street	\$ <u>1,322.00</u>	30	\$ <u>39,660.00</u>
4	Palm/Hibiscus Island	\$ <u>1,088.68</u>	34	\$ <u>37,015.00</u>
5	Star Island	\$ <u>1,420.59</u>	34	\$ <u>48,300.00</u>
6	Collins Ave (40th to 59 <sup>th</sup> St.)	\$ <u>1,297.34</u>	30	\$ <u>38,920.00</u>
7	Marseille Drive	\$ <u>422.84</u>	30	\$ <u>12,685.00</u>

**ANNUAL GRAND TOTAL: \$ 375,010.00**

Each location specified in this bid could be awarded on an individual basis, so each price quoted on the bid form must be capable of standing alone and not be dependant on award of entire contract. Please state on the space provided below a percentage discount to be allowed per location should you be awarded the entire contract:

1. Julia Tuttle Causeway:	<u>1.5 %</u>	Discount
2. Mac Arthur Causeway:	<u>1.5 %</u>	Discount
3. Fifth Street :	<u>1.5 %</u>	Discount
4. Palm/Hibiscus Island:	<u>1.5 %</u>	Discount
5. Star Island:	<u>1.5 %</u>	Discount
6. Collins Ave (40th to 59 <sup>th</sup> St.):	<u>0</u>	Discount
7. Marseille Drive:	<u>0</u>	Discount

BID NO: 31-03/04  
DATE: 7/20/04 (AMENDED)

CITY OF MIAMI BEACH  
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**THREE YEAR CONTRACT TO PROVIDE  
GROUNDS MAINTENANCE SERVICE  
BID # 31-03/04**

**Bid Proposal Page 2 of 4**

**COMPANY NAME:** Superior Landscaping & Lawn Service, Inc.

Not to Exceed (NTE) Hourly Labor Rates ( for Work other than specified herein, at the direction of the City) SEE SECTION 4.9 – ADDITIONAL WORK			
Item #	Job Classification		NTE Hourly Rate
8	Hourly rate per Contractor Representative	Regular time:	\$ 35.00
		Overtime:	\$ 50.00
9	Hourly rate per Laborer/Groundskeeper	Regular time:	\$ 25.00
		Overtime:	\$ 37.00
10	Hourly rate per Irrigation Technician	Regular time:	\$ 35.00
		Overtime:	\$ 52.50
11	Hourly rate per Large Equipment Operator	Regular time:	\$ 35.00
		Overtime:	\$ 52.50
12	Hourly rate per Supervisor/Foreman	Regular time:	\$ 30.00
		Overtime:	\$ 45.00
13	Hourly rate per Climber	Regular time:	\$ 45.00
		Overtime:	\$ 67.50
14	Hourly rate per Certified Arborist	Regular time:	\$ 50.00
		Overtime:	\$ 75.00
15	Hourly rate per Pest Control Technician	Regular time:	\$ 35.00
		Overtime:	\$ 52.50

**NOTE: THE CITY RESERVES THE RIGHT TO NEGOTIATE THESE NOT TO EXCEED (NTE) HOURLY LABOR RATES FROM THE SUCCESSFUL BIDDER(S). SHOULD NEGOTIATIONS BE UNSUCCESSFUL, THE CITY RESERVES THE RIGHT TO REQUEST AND NEGOTIATE HOURLY LABOR RATES FOR ANY/ALL ADDITIONAL WORK FROM OTHER CONTRACTORS.**

**BID NO: 31-03/04  
DATE: 06/29/04**

**CITY OF MIAMI BEACH  
56**

**THREE YEAR CONTRACT TO PROVIDE  
GROUNDS MAINTENANCE SERVICE  
BID # 31-03/04**

**Bid Proposal Page 3 of 4**

COMPANY NAME: Superior Landscaping & Lawn Service, Inc.

Materials ( for Materials not specified herein, to be installed at the direction of the City)		
Item #	Description	Unit Price Installed
16	St. Augustine Sod	\$ 190.00 /pallet
17	Bahia Sod	\$ 165.00 /pallet
18	Cypress Mulch	\$ 45.00 /cubic yard
19	Seasonal Color	\$ 1.55 /each
20	For all other materials not specified, Contractor shall furnish at the specified percentage above vendor cost.	% <u>50</u> ABOVE VENDOR COST
21	A Not to Exceed costs to install plant materials and trees up to 45 gallon containers.	\$ <u>225.00</u> each

NOTE: AS IT RELATES TO ITEM #21 ABOVE, THE CITY RESERVES THE RIGHT TO NEGOTIATE THESE NOT TO EXCEED (NTE) COSTS TO INSTALL PLANT MATERIAL AND TREES UP TO 45 GALLON CONTAINERS FROM THE SUCCESSFUL BIDDER(S). SHOULD NEGOTIATIONS BE UNSUCCESSFUL, THE CITY RESERVES THE RIGHT TO REQUEST AND NEGOTIATE THIS COSTS/FEE FROM OTHER CONTRACTORS.

THREE YEAR CONTRACT TO PROVIDE  
GROUNDS MAINTENANCE SERVICE  
BID # 31-03/04

Bid Proposal Page 4 of 4

PAYMENT TERMS: NET 30. If other, specify here \_\_\_\_\_

ANY LETTERS, ATTACHMENTS, OR ADDITIONAL INFORMATION TO BE  
CONSIDERED PART OF THE BID MUST BE SUBMITTED IN DUPLICATE.

SUBMITTED BY: Maria Valdes

COMPANY NAME: Superior Landscaping & Lawn Service, Inc.

SIGNED: \_\_\_\_\_

(I certify that I am authorized to execute this proposal and  
commit the bidding firm)

Bidders must acknowledge receipt of addendum (if applicable).

Amendment No. 1: 7-20-04  
Insert Date

Amendment No. 2: 7-30-04  
Insert Date

Amendment No. 3: 8-3-04  
Insert Date

Amendment No. 4: 8-09-04  
Insert Date

Amendment No 5: 8-10-04

NAME/TITLE(Print): Maria Valdes - Vice President

ADDRESS: 2200 NW 23 Avenue

CITY/STATE: Miami, Florida ZIP: 33142

TELEPHONE NO: 305-634-0717

FACSIMILE NO: 305-634-0744

FEDERAL I.D.#: 65-0838100

**THREE YEAR CONTRACT TO PROVIDE  
 GROUNDS MAINTENANCE SERVICE  
 BID # 31-03/04**

<b>SCHEDULE OF VALUES</b>				
Provide unit price/price per service for the services listed below. These prices may be utilized by the City during negotiations, should additional/deleted services be required.				
Item # 1 Julia Tuttle Causeway				
<b>SERVICE</b>	<b>UNIT PRICE</b>	<b>ANNUAL SERVICES</b>	<b>PRICE PER SERVICE</b>	<b>PRICE PER YEAR</b>
Turf Mowing	\$ 1,806.66	30	\$ 1,806.66	\$ 54,199.80
Grass Trimming and Edging	\$ 300.00	30	\$ 300.00	\$ 9,000.00
Shrub Pruning	\$ 1,400.00	12	\$ 1,400.00	\$ 16,800.00
Groundcover Pruning	\$ 600.00	12	\$ 600.00	\$ 7,200.00
Tree and Palm Pruning	\$ 12,800.00	1	\$ 12,800.00	\$ 12,800.00
Weed Control	\$ 150.00	30	\$ 150.00	\$ 4,500.00
Litter Control	\$ 150.00	156	\$ 150.00	\$ 23,400.00
Turf Fertilization	\$ 600.00	4	\$ 600.00	\$ 2,400.00
Shrub and Groundcover Fertilization	\$ 600.00	3	\$ 600.00	\$ 1,800.00
Tree and Palm Fertilization	\$ 600.00	2	\$ 600.00	\$ 1,200.00

**THREE YEAR CONTRACT TO PROVIDE  
GROUNDS MAINTENANCE SERVICE  
BID # 31-03/04**

SCHEDULE OF VALUES				
Provide unit price/price per service for the services listed below. These prices may be utilized by the City during negotiations, should additional/deleted services be required.				
Item # 2 MacArthur Causeway				
SERVICE	UNIT PRICE	ANNUAL SERVICES	PRICE PER SERVICE	PRICE PER YEAR
Turf Mowing	\$ 300.00	30	\$ 300.00	\$ 9,000.00
Grass Trimming and Edging	\$ 150.00	30	\$ 150.00	\$ 4,500.00
Shrub Pruning	\$ 1,350.00	12	\$ 1,350.00	\$ 16,200.00
Groundcover Pruning	\$ 150.00	12	\$ 150.00	\$ 1,800.00
Tree and Palm Pruning	\$ 10,480.00	1	\$ 10,480.00	\$ 10,480.00
Weed Control	\$ 75.00	30	\$ 75.00	\$ 2,250.00
Litter Control	\$ 100.00	156	\$ 100.00	\$ 15,600.00
Turf Fertilization	\$ 200.00	4	\$ 200.00	\$ 800.00
Shrub and Groundcover Fertilization	\$ 400.00	3	\$ 400.00	\$ 1,200.00
Tree and Palm Fertilization	\$ 1,800.00	2	\$ 1,800.00	\$ 3,600.00

**THREE YEAR CONTRACT TO PROVIDE  
 GROUNDS MAINTENANCE SERVICE  
 BID # 31-03/04**

SCHEDULE OF VALUES Provide unit price/price per service for the services listed below. These prices may be utilized by the City during negotiations, should additional/deleted services be required.				
Item # 3 Fifth Street				
SERVICE	UNIT PRICE	ANNUAL SERVICES	PRICE PER SERVICE	PRICE PER YEAR
Turf Mowing	\$ 483.00	30	\$ 483.00	\$ 14,490.00
Grass Trimming and Edging	\$ 75.00	30	\$ 75.00	\$ 2,250.00
Shrub Pruning	\$ 100.00	12	\$ 100.00	\$ 1,200.00
Groundcover Pruning	\$ 50.00	12	\$ 50.00	\$ 600.00
Tree and Palm Pruning	\$ 7,800.00	1	\$ 7,800.00	\$ 7,800.00
Weed Control	\$ 45.00	30	\$ 45.00	\$ 1,350.00
Litter Control	\$ 53.34	156	\$ 53.34	\$ 8,320.00
Turf Fertilization	\$ 300.00	4	\$ 300.00	\$ 1,200.00
Shrub and Groundcover Fertilization	\$ 283.34	3	\$ 283.34	\$ 850.00
Tree and Palm Fertilization	\$ 800.00	2	\$ 800.00	\$ 1,600.00

BID NO: 31-03/04  
 DATE: 06/29/04

**THREE YEAR CONTRACT TO PROVIDE  
 GROUNDS MAINTENANCE SERVICE  
 BID # 31-03/04**

SCHEDULE OF VALUES				
Provide unit price/price per service for the services listed below. These prices may be utilized by the City during negotiations, should additional/deleted services be required.				
Item # 4 Collins Avenue Medians				
SERVICE	UNIT PRICE	ANNUAL SERVICES	PRICE PER SERVICE	PRICE PER YEAR
Turf Mowing	\$ 0.00	30	\$ 0.00	\$ 0.00
Grass Trimming and Edging	\$ 0.00	30	\$ 0.00	\$ 0.00
Shrub Pruning	\$ 1,200.00	12	\$ 1,200.00	\$ 14,400.00
Groundcover Pruning	\$ 305.00	12	\$ 305.00	\$ 3,660.00
Tree and Palm Pruning	\$ 5,250.00	1	\$ 5,250.00	\$ 5,250.00
Weed Control	\$ 75.00	30	\$ 75.00	\$ 2,250.00
Litter Control	\$ 60.00	156	\$ 60.00	\$ 9,360.00
Turf Fertilization	\$ 0.00	4	\$ 0.00	\$ 0.00
Shrub and Groundcover Fertilization	\$ 800.00	3	\$ 800.00	\$ 2,400.00
Tree and Palm Fertilization	\$ 800.00	2	\$ 800.00	\$ 1,600.00

**THREE YEAR CONTRACT TO PROVIDE  
 GROUNDS MAINTENANCE SERVICE  
 BID # 31-03/04**

<b>SCHEDULE OF VALUES</b>				
Provide unit price/price per service for the services listed below. These prices may be utilized by the City during negotiations, should additional/deleted services be required.				
<b>Item # 5 Palm Island</b>				
<b>SERVICE</b>	<b>UNIT PRICE</b>	<b>ANNUAL SERVICES</b>	<b>PRICE PER SERVICE</b>	<b>PRICE PER YEAR</b>
Turf Mowing	\$ 375.00	34	\$ 375.00	\$ 12,750.00
Grass Trimming and Edging	\$ 75.00	34	\$ 75.00	\$ 2,550.00
Shrub Pruning	\$ 75.00	12	\$ 75.00	\$ 900.00
Groundcover Pruning	\$ 75.00	12	\$ 75.00	\$ 900.00
Tree and Palm Pruning	\$ 5,200.00	1	\$ 5,200.00	\$ 5,200.00
Weed Control	\$ 75.00	30	\$ 75.00	\$ 2,250.00
Litter Control	\$ 150.00	34	\$ 150.00	\$ 5,100.00
Turf Fertilization	\$ 350.00	4	\$ 350.00	\$ 1,400.00
Shrub and Groundcover Fertilization	\$ 125.00	3	\$ 125.00	\$ 375.00
Tree and Palm Fertilization	\$ 450.00	2	\$ 450.00	\$ 900.00

**THREE YEAR CONTRACT TO PROVIDE  
 GROUNDS MAINTENANCE SERVICE  
 BID # 31-03/04**

SCHEDULE OF VALUES				
Provide unit price/price per service for the services listed below. These prices may be utilized by the City during negotiations, should additional/deleted services be required.				
Item # 6 Hibiscus Island				
SERVICE	UNIT PRICE	ANNUAL SERVICES	PRICE PER SERVICE	PRICE PER YEAR
Turf Mowing	\$ 35.00	34	\$ 35.00	\$ 1,190.00
Grass Trimming and Edging	\$ 5.00	34	\$ 5.00	\$ 170.00
Shrub Pruning	\$ 25.00	12	\$ 25.00	\$ 300.00
Groundcover Pruning	\$ 20.00	12	\$ 20.00	\$ 240.00
Tree and Palm Pruning	\$ 750.00	1	\$ 750.00	\$ 750.00
Weed Control	\$ 15.00	30	\$ 15.00	\$ 450.00
Litter Control	\$ 20.00	34	\$ 20.00	\$ 680.00
Turf Fertilization	\$ 60.00	4	\$ 60.00	\$ 240.00
Shrub and Groundcover Fertilization	\$ 40.00	3	\$ 40.00	\$ 120.00
Tree and Palm Fertilization	\$ 275.00	2	\$ 275.00	\$ 550.00

**THREE YEAR CONTRACT TO PROVIDE  
 GROUNDS MAINTENANCE SERVICE  
 BID # 31-03/04**

SCHEDULE OF VALUES Provide unit price/price per service for the services listed below. These prices may be utilized by the City during negotiations, should additional/deleted services be required.				
Item # 7 Star Island				
SERVICE	UNIT PRICE	ANNUAL SERVICES	PRICE PER SERVICE	PRICE PER YEAR
Turf Mowing	\$ 375.00	34	\$ 375.00	\$ 12,750.00
Grass Trimming and Edging	\$ 200.00	34	\$ 200.00	\$ 6,800.00
Shrub Pruning	\$ 700.00	12	\$ 700.00	\$ 8,400.00
Groundcover Pruning	\$ 150.00	12	\$ 150.00	\$ 1,800.00
Tree and Palm Pruning	\$ 7,300.00	1	\$ 7,300.00	\$ 7,300.00
Weed Control	\$ 125.00	30	\$ 125.00	\$ 3,750.00
Litter Control	\$ 100.00	34	\$ 100.00	\$ 3,400.00
Turf Fertilization	\$ 375.00	4	\$ 375.00	\$ 1,500.00
Shrub and Groundcover Fertilization	\$ 400.00	3	\$ 400.00	\$ 1,200.00
Tree and Palm Fertilization	\$ 900.00	2	\$ 900.00	\$ 1,800.00

**THREE YEAR CONTRACT TO PROVIDE  
GROUNDS MAINTENANCE SERVICE  
BID # 31-03/04**

<b>SCHEDULE OF VALUES</b>				
Provide unit price/price per service for the services listed below. These prices may be utilized by the City during negotiations, should additional/deleted services be required.				
Item # 8 Marseille Drive Streetscape				
<b>SERVICE</b>	<b>UNIT PRICE</b>	<b>ANNUAL SERVICES</b>	<b>PRICE PER SERVICE</b>	<b>PRICE PER YEAR</b>
Turf Mowing	\$ 125.00	30	\$ 125.00	\$ 3,750.00
Grass Trimming and Edging	\$ 50.00	30	\$ 50.00	\$ 1,500.00
Shrub Pruning	\$ 60.00	12	\$ 60.00	\$ 720.00
Groundcover Pruning	\$ 40.00	12	\$ 40.00	\$ 480.00
Tree and Palm Pruning	\$ 500.00	1	\$ 500.00	\$ 500.00
Weed Control	\$ 30.00	30	\$ 30.00	\$ 900.00
Litter Control	\$ 25.00	156	\$ 25.00	\$ 3,900.00
Turf Fertilization	\$ 150.00	4	\$ 150.00	\$ 600.00
Shrub and Groundcover Fertilization	\$ 45.00	3	\$ 45.00	\$ 135.00
Tree and Palm Fertilization	\$ 100.00	2	\$ 100.00	\$ 200.00

## CUSTOMER REFERENCE LISTING

1) Company Name US Southern Command Headquarters  
Address 3511 NW 91 Avenue, Miami, Fl. 33172  
Contact Person/Contract Amount Rolando Mesa \$ 800,000.00  
Telephone No. 305-436-5570 Fax No. 305-436-5572

2) Company Name Mt. Sinai Medical Center/ Miami Heart  
Address 4300 Alton Road, Miami Beach, FL. 33140  
Contact Person/Contract Amount Philip Miller \$ 175,000.00  
Telephone No. 305-674-2525 Fax No. 305-674-2526

3) Company Name Miami Beach Convention Center/Jackie Gleason  
Address 1901 Convention Center Drive, Miami Beach, FL.  
Contact Person/Contract Amount Joe Herrera \$ 140,000.00  
Telephone No. 786-276-2614 Fax No. 786-276-4344

**THREE YEAR CONTRACT TO PROVIDE  
GROUNDS MAINTENANCE SERVICE  
BID # 31-03/04**

**CUSTOMER REFERENCE LISTING (CONTD.)**

- 4) Company Name The City of Sunrise  
Address 6466 NW 20 Street, Sunrise, Florida 33313  
Contact Person/Contract Amount William Ginter \$ 345,000.00  
Telephone No. 954-572-2388 Fax No. 954-749-0097
- 5) Company Name Federal Reserve Bank, Miami Branch  
Address 9100 NW 36 Street, Miami, Florida 33178  
Contact Person/Contract Amount Fred Sulton \$ 50,000.00  
Telephone No. 305-471-6414 Fax No. 305-471-6418
- 6) Company Name Miami-Dade County, Miami International Airpo  
Address PO Box 592075, Miami, Florida 33159  
Contact Person/Contract Amount David Shannon \$ 850,000.00  
Telephone No. 305-876-0656 Fax No. 305-869-1648

**THREE YEAR CONTRACT TO PROVIDE  
GROUNDS MAINTENANCE SERVICE  
BID # 31-03/04**

**CONTRACTOR'S QUESTIONNAIRE**

**NOTE:**

Information supplied in response to this questionnaire is subject to verification. Inaccurate or incomplete answers may be grounds for disqualification from award of this bid.

Submitted to The Mayor and City Commission of the City of Miami Beach, Florida:  
By Superior Landscaping & Lawn Service, Inc.

Principal Office 2200 NW 23 Avenue, Miami, Florida 33142

How many years has your organization been in business under your present business name? 25

Does your organization have current occupational licenses entitling it to do the work contemplated in this Contract? yes

State of Florida occupational license - state type and number: There is no such license for landscape maintenance

Dade County certificate of competency - state type and number: There is no such license for landscape maintenance.

Expiration Date: \_\_\_\_\_

Include copies of above licenses and certificates with proposal.

Have you ever had a contract terminated due to failure to comply with contractual specifications? No

If so, where and why? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In what other lines of business are you financially interested or engaged? None

Give references as to experience, ability, and financial standing See Addendum  
"References", "Financial Standing", "Ability".  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR'S QUESTIONNAIRE (CONTD.)**

What equipment do you own that is available for the proposed work and where located?

See Addendum "Equipment"

Please list the names and addresses of subcontractors to be used, if any.

None

Vendor Campaign Contribution(s):

- a. You must provide the names of all individuals or entities (including your sub-consultants) with a controlling financial interest. The term "controlling financial interest" shall mean the ownership, directly or indirectly, of 10% or more of the outstanding capital stock in any corporation or a direct or indirect interest of 10% or more in a firm. The term "firm" shall mean any corporation, partnership, business trust or any legal entity other than a natural person.

None

- b. Individuals or entities (including our sub-consultants) with a controlling financial interest:        have X have not contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach. Please provide the name(s) and date(s) of said contributions and to whom said contribution was made.

None

CONTRACTOR'S QUESTIONNAIRE (CONTD.)

I HEREBY CERTIFY that the above answers are true and correct.

  
\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

BID NO: 31-03/04  
DATE: 06/29/04

CITY OF MIAMI BEACH  
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# SUPERIOR LANDSCAPING & LAWN SERVICE, INC.

Tuesday, August 10, 2004  
City of Miami Beach  
Bid No. 31-03/04

## Contractor Questionnaire

### 1. COMPANY PROFILE

Superior Landscaping & Lawn Service, Inc. has been doing business in the State of Florida since 1982. Mr. Orlando Otero and Ms. Maria Valdes founded the company. They founded the company with a simple mission statement- to provide services to our clients that were superior to any other in the market. Thus the origin of our name. Both founders are actively engaged in the daily operations of the company.

1. The company's main office is located at 2200 N.W. 23 Avenue, Miami, Florida 33142. We have several offices and nurseries throughout Florida. South Florida has been our base of operations for over twenty years. Our customer service center can be reached at 305 634-0717 during regular business hours (Mon- Fri: 9:00 AM to 6:00 PM). We offer a select list of clients 24-hour availability through direct dial-up codes specific to each account. We also offer select clients 24-hour immediate response through manager- direct telephone numbers.

The Company offers a wide scope of landscaping services to Federal, State, City, County, Commercial and Residential sectors. These services include Landscaping design, installation and maintenance; irrigation system design, installation and maintenance; Tree Trimming and Arbor Care; Fertilization and Pest Control Programs; Litter Control and Weed Control. We offer the above to some large clients through in-house service.

We are quite proud of our complete staff of employees. It totals over 200. This includes an administrative staff of 14, a senior operations management staff of 4, a staff of 5 project managers, and over 175 technicians of whom we are especially proud. They are fully uniformed, courteous, and knowledgeable in their area of expertise. They are fully uniformed, and they have the best equipment that money can buy. Our employees are in direct communications with the company and their supervisors through our network of Nextel Radio/Telephones. We have basically two types of uniformed employees. They can be uniformed in our client's uniform apparel, or in our own. Our Uniforms consist of black safety shoes, dark green heavy weight cotton trousers, long sleeved beige shirts with their name embossed on the pocket, black safety shoes, and a cap that displays the company's name and logo. All employees are issued a company identification card, which is affixed to their left

breast pocket. Please refer to addendum "References" for specifics on comparable properties which we service.

There will be one Project Manager present at all times. He/She will evaluate the quality of the services being rendered and ensure that these are consistent with company standards. The Project Manager will submit a daily written report to the department head for review and approval.

All employees are expected to follow internal policies and guidelines, along with all applicable rules and regulations with respect to licensing and certifications. Employees receive a written performance appraisal from their supervisor quarterly. This appraisal addresses the employees' strengths and weaknesses. It outlines corrective actions for deficiencies and substandard practices. The overall emphasis here is to improve performance and standards. If corrective action is necessary; follow-up reviews may be scheduled to monitor compliance.

Safety is always emphasized in the workplace. All company employees are required to attend monthly safety meetings held at the local offices. The meetings are monitored by Julio Valdez, the Company's General Manager. They have varying topics of discussion such as understanding MSDS sheets, protecting you from accidents, correct lifting techniques, protective clothing and gear, safe workplace standards and practices, etc. Weekly safety meetings are held with managers, crew supervisors and all technicians to inform on internal and industry safety-related standards. Topics will vary and include truck safety, equipment safety, uniforms, protective clothing and gear, proper use of outside safety equipment, traffic and pedestrian control, chemical safety, MSDS sheets, and others. At each meeting, employees are encouraged to ask questions in order to obtain a complete understanding of the material(s) being presented. Written and other visual aids are also used to enhance the learning experience.

## 2. EQUIPMENT

Please refer to ADDENDUM: INVENTORY LISTING for complete listing of our inventory of equipment.

## ADDENDUM: REFERENCES

U.S. Southern Command  
3511 N.W. 91<sup>st</sup>. Avenue, Miami, Florida 33172  
Contact: Rolando Mesa  
Tel: 305 436-5570  
Acreage: 60  
Client since: 1997

Mt. Sinai Medical Center  
4300 Alton Road, Miami Beach, Florida 33140  
Contact: Phillip Miller  
Tel: 305 674-2525  
Acreage: 55  
Client since: 1997

Miami Heart Institute  
4701 N. Meridian Avenue, Miami Beach, Florida 33140  
Contact: Julio Chang  
Tel: 305 674-3130  
Acreage: 25  
Client since: 1997

The City of Sunrise  
6466 N.W. 20<sup>th</sup>. Street, Sunrise, Florida 33313  
Contact: William Ginter  
Tel: 954 572-2388  
Acreage: 700  
Client since: 2000

Federal Reserve Bank, Miami Branch  
9100 N.W. 36<sup>th</sup>. Street, Miami, Florida 33178  
Contact: Fred Sutton  
Tel: 305 471-6414  
Acreage: 40  
Client since: 2000

Miami-Dade County, Miami International Airport  
P.O. Box 592075, Miami, Florida 33159  
Contact: David Shannon  
Tel: 305 876-0656  
Acreage: 800  
Client since: 2001

## **ADDENDUM: REFERENCES- ABILITY**

1. Walid Wahab  
Wahab Construction  
818 S.W. 4<sup>th</sup> Avenue  
Miami, Florida 33130  
Tel: 305 854-8480, Fax: 305 854-8490
  
2. Walter Daggett  
Daggett Construction  
9355 S.W. 117 Terrace  
Miami, Florida 33176  
Tel: 305 252-1944, Fax: 305 252-0252
  
3. David Shannon  
Miami-Dade County, Miami International Airport  
P.O. Box 592075  
Miami, Florida 33159  
Tel: 305 876-0656, Fax: 305 869-1648

## ADDENDUM: FINANCIAL

1. Jorge Del Hierro  
Bank of America  
2195 S.W. 8<sup>th</sup> Street  
Miami, Florida 33135  
Tel: 305 643-5500, Fax: 305 642-6173
2. Arthur Palermo, C.P.A.  
5400 South University Drive, Suite 119  
Davie, Florida 33328  
Tel: 954 252-9622, Fax: 954 252-5554

## ADDNEDUM: EQUIPMENT LISTING

### MAINTENANCE EQUIPMENT INVENTORY

1. Shindaiwa T-27 Weedeaters: Quantity: 62
2. Stihl STEBR420 Blowers: Quantity: 48
3. Stihl Edgers STEFC75: Quantity: 43
4. Stihl Hedge Trimmer STEHL75: Quantity: 39
5. Stihl Fixed Hedge Trimmer STIHL100: Quantity: 37
6. Stihl HT75 Polesaw: Quantity: 22
7. Stihl HT101 Polesaw: Quantity: 26
8. Shindaiwa T272 Trimmer: Quantity: 36
9. Shindaiwa T270A Trimmer: Quantity: 24
10. Echo Chain Saw 340-14: Quantity: 22
11. Echo Chain Saw 340-16: Quantity: 29
12. Dixie Chopper 60" Flat Lander Ridding Mower: Quantity: 8
13. SCAG 48" 19 HP Riding Mower STC48A-19KA: Quantity: 22
14. SCAG 61" 27 HP Riding Mower STT61A-27KA: Quantity: 27
15. Snapper 21" Mower 5.0 KAW Engine: Quantity: 16
16. Toro 32" Walk Behind Model 30157: Quantity: 4
17. Toro 36" 15 HP Mid Size w/Velke S/W: Quantity: 18
18. Toro 36" 17 HP Mid Size w/Velke S/W: Quantity: 22
19. Toro 44" Riding Mower, Model Z Master: Quantity: 11
20. Vermeer Stump Grinder Model 206: Quantity: 3
21. Ditch Witch 1820H Walk Behind Trencher: Quantity: 2
22. Hydro Pump Sprayer w/control kit: Quantity: 11
23. Jacobson Golf Carts: Quantity: 4
24. Arrowmaster Golf Carts: Quantity: 6
25. Vermeer V1150 Trencher: Quantity: 1
26. Vermeer V2050 Trencher: Quantity: 1
27. Vermeer SC502 Stump Cutter: Quantity: 1
28. Mobark Model 13 Chipper: Quantity: 2
29. Vermeer BC935 Chipper: Quantity: 1

### VEHICLE INVENTORY

1. Bucket and Chipper Trucks 55': Quantity: 4
2. Izuzu Bucket Trucks 35': Quantity: 5
3. Pole Cat Lifts 28': Quantity: 6
4. Chipper Box Trucks: Quantity: 3
5. Grapper Trucks- Peterson Lightning Loader (30 CY Cap): Quantity: 2
6. Pesticide Trucks: Quantity: 2
7. Medium Izuzu Trucks: Quantity: 46
8. Box Trucks- GMC: Quantity: 5
9. Ford Vans: Quantity: 8

August 10, 2004

10. Ford F150 Pick-up: Quantity: 23
11. Ford F250 Pick-up: Quantity: 9
12. Ford F350 Pick-up w/Utility Body: Quantity: 6
13. Ford F750 Flatbeds: Quantity: 5
14. Ford f750 Box Trucks: Quantity 1
15. New Holland Skid Steer Load: Quantity: 3
16. Misc Trailers (10' - 20'): Quantity: 41
17. Arrowboards: Quantity: 5

SUPERIOR LANDSCAPING & LAWN SERVICE, INC.

Tuesday, August 10, 2004

**LICENSES AND CERTIFICATIONS**

Broward and Dade County Minority Owned Business Certification  
Florida Minority Owned Business Certification  
Society of Commercial Arborists Certification  
Florida Pest Control Certification  
Broward County Tree Trimming Certification  
Dade County Occupational License

P.O. BOX 35-0095 • MAIMI, FLORIDA • 33135-0095  
PHONE: (305) 634-0717 • FAX: (305) 634-0744  
EMAIL: SUPERLANDSCAPE@BELLSOUTH.NET

# CITY OF MIAMI BEACH CERTIFICATE OF USE, ANNUAL FIRE FEE, AND OCCUPATIONAL LICENSE

1700 Convention Center Drive  
Miami Beach, Florida 33139-1819

ACCOUNT #: RL96219454

Beginning: 10/01/2003

Expires: 09/30/2004

Parcel No:

TRADE NAME: SUPERIOR LANDSCAPING & LAWN SE  
IN CARE OF: ORLANDO OTERO - PRES  
ADDRESS: SUPERIOR LANDSCAPING & LAWN  
2400 NW 29TH ST SERVICE INC.  
MIAMI, FL 33142

TRADE ADDRESS: 0 0TH ST

A penalty is imposed for failure to keep this license exhibited  
conspicuously at your place of business.

A Certificate of Use Occupational License issued under this  
article does not waive or supersede other City Laws, does not  
constitute City approval of a particular business activity and  
does not excuse the licensee from all other laws applicable to  
the licensee's business.

This license may be transferred:

A. Within 30 days of a bona fide sale, otherwise a complete  
annual payment is due.

B. To another location within the City if proper approvals and  
the license are obtained prior to the opening of the new  
location.

Additional Information:

Code	Unit	Certificate of Use / Occupation
------	------	---------------------------------

8888		Certificate of Use Not Required
------	--	---------------------------------

95011200	1	Landscape Maintenance
----------	---	-----------------------

95011100	1	Landscape Architects, Nursery
----------	---	-------------------------------

FROM: CITY OF MIAMI BEACH  
1700 CONVENTION CENTER DRIVE  
MIAMI BEACH, FL. 33139-1819

PRESORTED  
FIRST CLASS  
U.S. POSTAGE  
PAID

MIAMI BEACH, FL  
PERMIT No 1525

ORLANDO OTERO  
P.O. BOX 35-0095  
MIAMI, FL  
33135



MIAMI-DADE COUNTY  
TAX COLLECTOR  
140 W. FLAGLER ST.  
14th FLOOR  
MIAMI, FL 33130

2003 OCCUPATIONAL LICENSE TAX 2004  
MIAMI-DADE COUNTY - STATE OF FLORIDA  
EXPIRES SEPT. 30, 2004  
MUST BE DISPLAYED AT PLACE OF BUSINESS  
PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10

FIRST-CLASS  
U.S. POSTAGE  
PAID  
MIAMI, FL  
PERMIT NO. 231

THIS IS NOT A BILL-DO NOT PAY

405020-9  
BUSINESS NAME / LOCATION  
SUPERIOR LANDSCAPING & LAWN  
SERVICE INC  
2172 NW 26 AVE  
33142 MIAMI  
OWNER

RENEWAL  
LICENSE NO.

159385-5

INC  
Sec. Type of Business  
213 LAWN/LANDSCAPE/TREE SERVICE

EMPLOYEES  
1

THIS IS AN OCCUPATIONAL  
TAX ONLY. IT DOES NOT  
PERMIT THE LICENSEE TO  
VIOLATE ANY EXISTING  
REGULATORY OR ZONING  
LAWS OF THE COUNTY OR  
CITIES. NOR DOES IT  
EXEMPT THE LICENSEE  
FROM ANY OTHER LICENSE  
OR PERMIT REQUIRED BY  
LAW. THIS IS NOT A  
CERTIFICATION OF THE  
LICENSEE'S QUALIFICA-  
TION.

DO NOT FORWARD

SUPERIOR LANDSCAPING & LAWN  
SERVICE INC  
ORLANDO OTERO PRES  
2172 NW 26 AVE  
MIAMI FL 33142

PAYMENT RECEIVED  
MIAMI-DADE COUNTY TAX  
COLLECTOR:

08/21/2003  
00350800558  
000045.00



SEE OTHER SIDE

MIAMI-DADE COUNTY  
TAX COLLECTOR  
140 W. FLAGLER ST.  
14th FLOOR  
MIAMI, FL 33130

2003 OCCUPATIONAL LICENSE TAX 2004  
MIAMI-DADE COUNTY - STATE OF FLORIDA  
EXPIRES SEPT. 30, 2004  
MUST BE DISPLAYED AT PLACE OF BUSINESS  
PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10

FIRST-CLASS  
U.S. POSTAGE  
PAID  
MIAMI, FL  
PERMIT NO. 231

THIS IS NOT A BILL-DO NOT PAY

405020-9  
BUSINESS NAME / LOCATION  
SUPERIOR LANDSCAPING & LAWN  
SERVICE INC  
2172 NW 26 AVE  
33142 MIAMI  
OWNER

NEW  
LICENSE NO.

545499-6

STATE #LC116183

INC  
Sec. Type of Business  
213 PEST CONTROL SERVICE

EMPLOYEES  
1

THIS IS AN OCCUPATIONAL  
TAX ONLY. IT DOES NOT  
PERMIT THE LICENSEE TO  
VIOLATE ANY EXISTING  
REGULATORY OR ZONING  
LAWS OF THE COUNTY OR  
CITIES. NOR DOES IT  
EXEMPT THE LICENSEE  
FROM ANY OTHER LICENSE  
OR PERMIT REQUIRED BY  
LAW. THIS IS NOT A  
CERTIFICATION OF THE  
LICENSEE'S QUALIFICA-  
TION.

DO NOT FORWARD

SUPERIOR LANDSCAPING & LAWN  
SERVICE INC  
ORLANDO OTERO PRES  
2172 NW 26 AVE  
MIAMI FL 33142

PAYMENT RECEIVED  
MIAMI-DADE COUNTY TAX  
COLLECTOR:

01/13/2004  
02270052001  
000045.00



SEE OTHER SIDE



City of Miami

POST THIS LICENSE IN A CONSPICUOUS PLACE  
NOT TRANSFERABLE OR VALID AT ANOTHER ADDRESS  
UNLESS APPROVED BY THE LICENSE SECTION, CITY  
OF MIAMI, P.O. BOX 330708, MIAMI, FL 33233-0708  
PHONE (305) 416-1570

LICENSE YEAR OCT. 1, 2003 THRU SEPT. 30, 2004

LICENSE FOR SUPERIOR LANDSCAPING & LAWN

ACCOUNT NO. 345569-00536662  
LICENSE NO. 168516-0002 ISSUED  
NAME OF BUSINESS SUPERIOR LANDSCAPING & LAWN  
LOCATION 2200 NW 23 AV

JUL 01, 2004 TOTAL FEE PAID

\$102.50

TO ▶ SUPERIOR LANDSCAPING & LAWN  
SERVICE INC  
2200 NW 23 AVE

MIAMI FL 33142

IS HEREBY LICENSED TO  
ENGAGE IN OR MANAGE  
THE OPERATION OF

LANDSCAPING

2004

8812

THIS IS NOT A BILL  
DO NOT PAY

This issuance of an occupational license does not  
permit the licensee to violate any zoning laws of the  
city nor does it exempt the licensee from any other  
license or permit that may be required by law.  
This license does not constitute a certification that  
the licensee is qualified to engage in the business,  
profession or occupation specified herein.  
The license indicates payment of the occupational  
license tax only.

SEPTEMBER 30, 2003

FORM NO.  
401-280/AC 25-061

FOR PERIOD OCTOBER 1, 2003 THRU SEPTEMBER 30, 2004

☐ RENEWAL☐ TRANSFER

SEC #

32 / 324

☐ NEW

DATE BUSINESS OPENED

04/26/02

STATE OR COUNTY CERT/REG #

Business Location Address:

2172 NW 26 AVE

DADE COUNTY

BUSINESS PHONE: (305)634-0717

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED  
TO PUBLIC VIEW AT THE LOCATION ADDRESS ABOVE.BROWARD COUNTY REVENUE COLLECTOR  
115 S. Andrews Avenue, Governmental Center Annex  
FORT LAUDERDALE, FL 33301

PAYMENT RECEIVED AS VALIDATED ABOVE

2003 - 2004

\*SEE INSTRUCTIONS ON BACK OF LAST COPY

Board of County Commissioners, Broward County Florida  
BROWARD COUNTY OCCUPATIONAL LICENSE TAX

FOR PERIOD OCTOBER 1, 2003 THRU SEPTEMBER 30, 2004

RENEW ON OR BEFORE  
SEPTEMBER 30, 2003FORM NO.  
401-280/AC 25-061☐ RENEWAL☐ TRANSFER

SEC #

18 / 1890

☐ NEW

DATE BUSINESS OPENED

09/15/03

STATE OR COUNTY CERT/REG #

Business Location Address:

2172 NW 26 AVE

DADE COUNTY

BUSINESS PHONE: (305)634-0717

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED  
TO PUBLIC VIEW AT THE LOCATION ADDRESS ABOVE.BROWARD COUNTY REVENUE COLLECTOR  
115 S. Andrews Avenue, Governmental Center Annex  
FORT LAUDERDALE, FL 33301

PAYMENT RECEIVED AS VALIDATED ABOVE

2003 - 2004

RENEW ON OR BEFORE  
SEPTEMBER 30, 2003Board of County Commissioners, Broward County Florida  
BROWARD COUNTY OCCUPATIONAL LICENSE TAX

FOR PERIOD OCTOBER 1, 2003 THRU SEPTEMBER 30, 2004

FORM NO.  
401-280/AC 25-061☐ RENEWAL☐ TRANSFER

SEC #

32 / 324

☐ NEW

DATE BUSINESS OPENED

11/07/03

STATE OR COUNTY CERT/REG #

Business Location Address:

2172 NW 26 AVE

DADE COUNTY

BUSINESS PHONE: (305)634-0717

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED  
TO PUBLIC VIEW AT THE LOCATION ADDRESS ABOVE.BROWARD COUNTY REVENUE COLLECTOR  
115 S. Andrews Avenue, Governmental Center Annex  
FORT LAUDERDALE, FL 33301

PAYMENT RECEIVED AS VALIDATED ABOVE

2003 - 2004

\*SEE INSTRUCTIONS ON BACK OF LAST COPY

0000000000 0000008100 0000003240007280 1001 8

TAX	150.00
BACK TAX	
PENALTY	
T. C. FEE	
TRANSFER	
TOTAL	150.00

PENALTIES IF PAID	
OCT. - 10%	NOV. - 15%
DEC. - 20%	After DEC. 31 - 25%
* Plus Tax Collection Fee of up to \$25.00 Based on Cost of License if Paid On or After November 30, 2003	

ACCOUNT NUMBER	
324-0004338	

SUPERIOR LANDSCAPING & LAWN  
SERVICE INC  
OTERO ORLANDO  
P O BOX 350095  
MIAMI FL 33135

TYPE OF LICENSE TAX PAID

LAWN MAINTENANCE/LANDSCAPING  
30 UNITSBROWARD COUNTY, FLORIDA  
1310561.0001 of 0001  
DATE 9/18/03  
PAID 150.00  
DEPT R03 T111 136

TAX	81.00
BACK TAX	40.50
PENALTY	
T. C. FEE	
TRANSFER	
TOTAL	121.50

PENALTIES IF PAID	
OCT. - 10%	NOV. - 15%
DEC. - 20%	After DEC. 31 - 25%
* Plus Tax Collection Fee of up to \$25.00 Based on Cost of License if Paid On or After November 30, 2003	

ACCOUNT NUMBER	
1890-0000280	

SUPERIOR LANDSCAPING & LAWN  
SERVICE INC  
OTERO ORLANDO  
P O BOX 350095  
MIAMI FL 33135

TYPE OF LICENSE TAX PAID

TREE TRIMMING/TREE SRVC CTR  
30 UNITSBROWARD COUNTY, FLORIDA  
1310561.0001 of 0001  
DATE 9/16/03  
PAID 121.50  
DEPT 006 T111 136

TAX	81.00
BACK TAX	
PENALTY	
T. C. FEE	
TRANSFER	
TOTAL	81.00

PENALTIES IF PAID	
OCT. - 10%	NOV. - 15%
DEC. - 20%	After DEC. 31 - 25%
* Plus Tax Collection Fee of up to \$25.00 Based on Cost of License if Paid On or After November 30, 2003	

ACCOUNT NUMBER	
324-0007280	

SUPERIOR LANDSCAPING & LAWN  
SERVICE INC  
OTERO ORLANDO  
2172 NW 26 AVE  
MIAMI FL 33142

TYPE OF LICENSE TAX PAID

LANDSCAPING/PEST CONTROL  
10 UNITSBROWARD COUNTY, FLORIDA  
1200568.0001 of 0001  
DATE 11/10/03  
PAID 81.00  
DEPT R06 T111 128

2002-18368

STATE OF FLORIDA  
PALM BEACH COUNTY  
OCCUPATIONAL LICENSE  
EXPIRES: SEPTEMBER - 30 - 2004

OS-012  
CLASSIFICATION

SUPERIOR LANDSCAPING AND  
LAWN SERVICE INC  
OTERO ORLANDO

\*\* LOCATED AT  
2172 NW 26TH AVE  
MIAMI FL 33142

CNTY \$63.00  
TOTAL \$63.00

Is hereby licensed at above address for the period beginning on the first day of October and ending on the thirtieth day of September to engage in the business, profession or occupation of:

LAWN MAINTENANCE

THIS IS NOT A BILL - DO NOT PAY

PAID, PBC TAX COLLECTOR  
\$63.00 OCC 049 07969 08-07-2003

JOHN K. CLARK, CFC  
TAX COLLECTOR, PALM BEACH COUNTY

THIS LICENSE VALID ONLY WHEN RECEIPTED BY  
TAX COLLECTOR

2002-18368

STATE OF FLORIDA  
PALM BEACH COUNTY

OS-012  
CLASSIFICATION

**OCCUPATIONAL LICENSE**

**EXPIRES: SEPTEMBER - 30 - 2004**

SUPERIOR LANDSCAPING AND  
LAWN SERVICE INC  
OTERO ORLANDO

\*\* LOCATED AT  
2172 NW 26TH AVE  
MIAMI FL 33142

CNTY \$63.00

TOTAL \$63.00

Is hereby licensed at above address for the period beginning on the  
first day of October and ending on the thirtieth day of September to  
engage in the business, profession or occupation of:

LAWN MAINTENANCE

THIS IS NOT A BILL - DO NOT PAY

PAID: PBC TAX COLLECTOR  
\$63.00 OCC 049 07969 08-07-2003

JOHN K. CLARK, CFC  
TAX COLLECTOR, PALM BEACH COUNTY

THIS LICENSE VALID ONLY WHEN RECEIPTED BY  
TAX COLLECTOR

**TREE TRIMMER - CLASS B**

B-383 04-15479  
VALDES, JULIO - QUALIFYING  
SUPERIOR LANDSCAPING & LAWN  
SERVICE INC  
2172 NW 26 AVE  
MIAMI FL 33142

EXPIRES 8/31/04 CTL# 29310

**BROWARD**  
COUNTY  
FLORIDA

**CERTIFICATE OF COMPETENCY**

Detach and SIGN the reverse side of this  
card IMMEDIATELY upon receipt! You  
should carry this card with you at all times.

VALDES, JULIO  
790 PINECREST DR  
MIAMI SPRINGS FL

**BROWARD COUNTY, FLORIDA  
CERTIFICATE OF COMPETENCY**

**TREE TRIMMER - CLASS B**

CC# B-383 Ref. 04-15479  
VALDES, JULIO - QUALIFYING  
SUPERIOR LANDSCAPING & LAWN  
SERVICE INC  
2172 NW 26 AVE  
MIAMI FL 33142

5080

EXPIRES 8/31/04 CTL# 29310

STATE OF FLORIDA Department of Agriculture and Consumer Services BUREAU OF ENTOMOLOGY & PEST CONTROL	
Date June 16, 2004	File No. LC116183
Expires April 30, 2005	
THE COMMERCIAL LANDSCAPE MAINT. HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: April 30, 2005	
JULIO J VALDES PO BOX 35-0095 MIAMI, FL 33135	
<i>Charles H. Bronson</i> CHARLES H BRONSON, COMMISSIONER	

STATE OF FLORIDA Department of Agriculture and Consumer Services BUREAU OF ENTOMOLOGY & PEST CONTROL	
JULIO J VALDES COMMERCIAL LANDSCAPE MAINT. HOLDER LC116183	
HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING April 30, 2005	
Signature <i>Charles H. Bronson</i> COMMISSIONER	
Waller Card - Fold Here BUREAU OF ENTOMOLOGY & PEST CONTROL 1203 GOVERNOR'S SQUARE BLVD, STE 300 TALLAHASSEE, FLORIDA 32301	



# Florida Department of Transportation

JEB BUSH  
GOVERNOR

605 Suwannee Street  
Tallahassee, Florida 32399-0450

THOMAS F. BARRY, JR.  
SECRETARY

January 14, 2002

Superior Landscaping & Lawn Service, Inc.  
Mr. Orlando Otero, President  
P.O. Box 35-0095  
Miami, FL 33135-0095

RE: DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION

Dear Mr Otero:

The Department is pleased to announce that your company has been certified as a Disadvantaged Business Enterprise (DBE) which is subject to continued eligibility and also subject to actions of any other governmental agencies which may affect the minority status of your firm. This agency's certification ables the company to compete in the subcontract work of the Department as a minority owned and operate company. It is not a guarantee that the company will receive work.

DBE certification by the Department shall be for a period of three (3) years. On each anniversary date during the three (3) year certification period an Affidavit of Continuing Eligibility must be submitted. If any time there is a change in the ownership and control of the company, a new Schedule "A" is to be forwarded without delay to the Department. For recertification at the end of the three (3) year period a new Schedule "A" must be submitted to the Department ninety (90) days prior to expiration of your current certification.

Your firm can participate in FDOT contracts for DBE credit in specialty codes 162-Muck Blanket & Topsoil, 570-Grassing, 575-Sodding, 580-Landscaping, 590-Irrigation Systems, MA1-Tree Trimming, and MA2-Mowing.

Sincerely,

John Goodeman  
Certification Manager

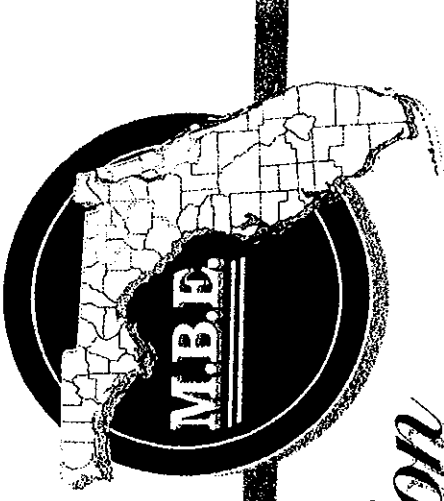
JG:pb

CERTIFICATION/ EXPIRATION DATE:

January 11, 2005

*Florida Statewide*

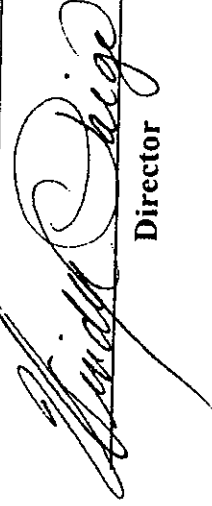
*Inter-Local Certification*



Florida Department of Management Services  
Office of Supplier Diversity

## Superior Landscaping & Lawn Se

is certified as a **Minority Business Enterprise**  
under the provisions of Chapter 287, Florida Statutes and Inter-Local Agreement,  
for a one year period from December 22, 2003 to December 22, 2004.

  
Director

# BROWARD COUNTY

## Division of Equal Employment and Small Business Opportunity

Certificate No: 03-298

Superior Landscaping & Lawn Service, Inc.

Has met the necessary requirements for certification under the *Small Disadvantaged Business Enterprise Affirmative Action Program* as set forth in the Administrative procedures for implementing Article XIV, Chapter 20 of the Broward County Code of Ordinances.

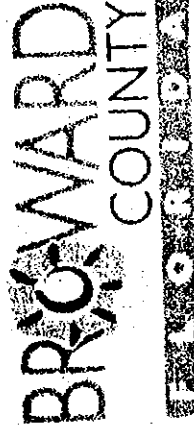
This office must be notified within 30 days of any material changes in the business which affect ownership and control. Failure to do so may result in the revocation of this certification and/or imposition of other sanctions. Please reference the above number on all correspondence directed to this office.

Commencing: February 6, 2003

and Expiring: February 6, 2005

Sylvia G. Grinnan

Compliance Officer



Madeline B. Fowler

Division of Equal Employment and  
Small Business Opportunity



**OFFICE OF EQUAL OPPORTUNITY** • Division of Equal Employment and Small Business Opportunity  
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301  
EEO 954-357-6500 • SBO 954-357-7800 • FAX 954-357-7817 • TTY 954-357-6181

March 12, 2003

Superior Landscaping & Lawn Service, Inc.  
2172 NW 26 Avenue  
Miami, FL 33142

Dear Mr. Otero:

The Division of Equal Employment and Small Business Opportunity is pleased to announce that your company has been certified as a Minority Business Enterprise, (MBE), Hispanic, for a period of two (2) years. This certification is based on a review of your information affidavit and other documents submitted. It is subject to a validation on a project by project basis.

Certification by this office enables your company to participate in contracting opportunities offered through Broward County Government as a small disadvantaged business enterprise. It does not guarantee that your company will receive work. You are certified to participate in the following category(s):

**Landscaping - Maintenance, Tree Trimming and Irrigation**

Any changes in the company ownership, control, operations, address, telephone number, or other change that substantially alters ownership and/or control by the minority principal(s) must be filed with this office not later than thirty (30) days after the change.

Questions concerning the certification process may be directed to this office at 954-357-7800.

Sincerely,

A handwritten signature in cursive script that reads "Sylvia G. Grinan".

Sylvia Grinan  
Certification Manager

CERTIFICATION APPROVAL DATE: 02/06/03

CERTIFICATION EXPIRATION DATE: 02/06/05

800 NW 33rd Street • Suite 100 • Pompano Beach • Florida 33064  
954-942-RAIL (7245) • Fax: 954-788-7878 • [www.tri-rail.com](http://www.tri-rail.com)  
Customer Information (In Florida) 1-800-TRI-RAIL



October 2, 2002

Mr. Julio Vales  
Superior Landscaping & Lawn Services, Inc.  
P.O. Box 35-0095  
Miami, FL 33135-0095

RE: Receipt of DBE Certification Information

Dear Mr. Vales:

The Tri-County Commuter Rail Authority (Tri-Rail) accepts your certification from the Florida Department of Transportation and is pleased to include your company in our Directory as a certified DBE in accordance with 49 CFR Part 26. Please note that Tri-Rail's DBE Directory is available on our website at [www.tri-rail.com](http://www.tri-rail.com). This directory is updated on a regular basis.

If you should have any questions or need additional information, please feel free to contact me at (954) 788-7891.

Sincerely,

Loraine Kelly-Cargill  
Transportation Planning Manager

Board of Directors

Bruno A. Barreiro  
Rick Chesser  
James A. Cummings

Allen C. Harper  
Marie Horenburger  
Michael D. Masanoff

Lori Nance Parrish  
Carol A. Roberts  
David Rush

Executive Director

Joseph Giuliatti



**National  
Safety  
Council**  
*South Florida*

## CERTIFICATE OF COMPLETION

*This certifies that*

***Julio Valdes***

***Superior Landscaping & Lawn Service, Inc***

*has successfully completed*

**MAINTENANCE OF TRAFFIC: INTERMEDIATE**

Messler Gilchrist

*Instructor*

October 8, 2002

*Date*

State of

Florida



Department of Agriculture and Consumer Services  
Bureau of Entomology and Pest Control

CERTIFIED PEST CONTROL OPERATOR

Number: JF116227

ALFREDO E MARTINEZ

*This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice*

*Lawn & Ornamental*

*in conformity with an Act of the Legislature of the State of Florida regulating the  
practice of Pest Control and imposing penalties for violations.*

*In Testimony Whereof, Witness this  
signature at Tallahassee, Florida on April 3, 2003*

*Charles H. Branson*

Charles H. Branson  
Commissioner of Agriculture

*Chief Bureau of Entomology and Pest Control*

# Certified Arborist

International Society of Arboriculture

Claude Brigante

Having successfully completed the requirements set by the Arborist Certification  
Board of the International Society of Arboriculture,  
the above named is hereby recognized as an I.S.A. Certified Arborist



Executive Director  
International Society of Arboriculture

PD-0101A

6/30/2005

Certificate Number

Expiration Date

SUPERIOR LANDSCAPING & LAWN SERVICE, INC.

Tuesday, August 17, 2004  
Marta Fernandez, Procurement Coordinator  
City of Miami Beach  
Tel: 305 673-7496

**VIA FACSIMILE TRANSMITTAL: 305 673-7851 : Total Transmission: 2 Pages**

REF: Response to your fax dated 08/16/2004: Horticulturist

Marta,

We have on staff the following:

1. Bob Haehle

B.S. degree in Environmental Design from University of Massachusetts, 1971

M.S. degree in Horticulture from University of Delaware, 1973

Served as Educational Horticulturist and Director of Brookside Gardens in Wheaton

Served as County Agent for Howard County Florida

Served as County Agent for Broward County Florida

Has written numerous columns and articles for The Sun Sentinel, South Florida Home & Garden, Florida Nurseryman, and others

Radio talk show "Radio Garden Show" with WJNA (640 AM) on Sunday Mornings (9:30 AM to 11:00 AM).

Has written several books, including "Native Florida Plants".

2. Eric Kleinbach, Florida Certified Landscape Contractor, Cert# C34 128

If you need additional information, please let me know. Thank you.

Sal Rassi

Superior Landscaping & Lawn Service, Inc.



THIS IS TO CERTIFY THAT:

**Eric Klienbach**

CERTIFICATION #:

C34 128

IS A DULY QUALIFIED

**FLORIDA CERTIFIED LANDSCAPE CONTRACTOR**

Expires:

5/1/04

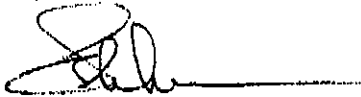
SUPERIOR LANDSCAPING & LAWN SERVICE, INC.

Thursday, August 26, 2004  
Marta Fernandez, Procurement Coordinator  
City of Miami Beach  
Tel: 305 673-7496

**VIA FACSIMILE TRANSMITTAL: 305 673-7851: Total Transmission: 1 Page**

REF: Response to your fax dated 08/26/2004: LIVING WAGE COMPLIANCE

Marta,  
Please be advised that our crews for this job will be paid a minimum of \$10.90/Hour. If this is a problem, or should you need additional information, please feel free to call me. Thank you.



Sal Rassi, C.F.O.  
Superior Landscaping & Lawn Service, Inc.

# CITY OF MIAMI BEACH

1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FLORIDA 33139  
<http://miamibeachfl.gov>



PROCUREMENT DIVISION

Telephone (305) 673-7490  
Facsimile (305) 673-7851

## INVITATION TO BID NO. 31-03/04 ADDENDUM NO. 5

August 10, 2004

### THREE YEAR CONTRACT TO PROVIDE GROUNDS MAINTENANCE SERVICE is amended as follows:

- I. Bid Opening is changed from August 11<sup>th</sup>, 2004 to August 13<sup>th</sup>, 2004 at 3:00 p.m.
- II. ADD language regarding Payment Bond and Performance Bond, pages 2 and 10. This language is to supplement information regarding Payment and Performance Bond provided in Addendum #3:

Successful bidder will provide payment and performance bonds pursuant to section 1.27 of the Invitation to Bid, and in accordance with any addenda amending aforementioned section. Each payment and performance bond must be valid for the first year of the contract, and any subsequent contract year(s) must be contingent upon the bidder providing the City with properly executed payment and performance bonds.

Bidders are reminded to please acknowledge receipt of this addendum on page 58 of the Bid Documents or the bid may be considered non-responsive.

CITY OF MIAMI BEACH

Gus Lopez, CPPO  
Procurement Director  
mf

# CITY OF MIAMI BEACH

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PROCUREMENT DIVISION

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## INVITATION TO BID NO. 31-03/04 ADDENDUM NO. 4

August 9, 2004

### THREE YEAR CONTRACT TO PROVIDE GROUNDS MAINTENANCE SERVICE is amended as follows:

**I. The following are answers to questions submitted by prospective bidders:**

Can you please provide the current per service prices the city is paying for the following areas as they were not included in addendum # 2:

1. Collins Ave 40th to 59th Street. **\$34,280 annually or \$2,856.67 monthly. Includes 4 day per week litter services.**
2. Marselle Drive. **\$350 per service. Includes 3 litter services per week.**
3. Fifth Street. MacArthur Causeway and 5<sup>th</sup> Street were bid as one location. **\$113,426.00 annually, \$9,452.17 monthly. Includes 4 day per week litter services.**

Inasmuch as this change does not materially affect the bid document, bidders are not required to acknowledge this addendum to be deemed responsive.

CITY OF MIAMI BEACH

Gus Lopez, CPPO  
Procurement Director  
mf

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## INVITATION TO BID NO. 31-03/04 ADDENDUM NO. 3


August 3, 2004

### **THREE YEAR CONTRACT TO PROVIDE GROUNDS MAINTENANCE SERVICE** is amended as follows:

- I. REVISE language regarding Payment Bond and Performance Bond, pages 2 and 10:**  
Successful Bidder(s) shall provide a Performance Bond in the amount of \$50,000 per awarded location per year, and a Payment Bond in the amount of \$25,000 per awarded location per year. The maximum bond requirement shall be a Performance Bond in the amount of \$300,000 per year, and a Payment Bond in the amount of \$150,000 per year for the duration of the contract(s).

Bidders are reminded to please acknowledge receipt of this addendum on page 58 of the Bid Documents or the bid may be considered non-responsive.

CITY OF MIAMI BEACH

  
Gus Lopez, CPPO  
Procurement Director  
mf

# CITY OF MIAMI BEACH

1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FLORIDA 33139  
<http://miamibeachfl.gov>



PROCUREMENT DIVISION

Telephone (305) 673-7490  
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**INVITATION TO BID NO. 31-03/04  
ADDENDUM NO. 2  
July 30, 2004**

**THREE YEAR CONTRACT TO PROVIDE GROUNDS MAINTENANCE SERVICE** is amended as follows:

- I. Bid opening is changed from August 5<sup>th</sup>, 2004 to August 11<sup>th</sup>, 2004 at 3:00 p.m.**
- II. The deadline for receipt of questions is extended until August 6<sup>th</sup>, 2004 by 5:00 p.m.**
- III. REPLACE page 57 of the Bid Documents with the attached amended page. Amended page reflect revised line item 19. Please submit the amended page 57 with your bid, or your bid may be considered non-responsive.**
- IV. A second site visit is scheduled for Wednesday, August 4<sup>th</sup>, 2004 at 8:30 a.m, meeting at the City of Miami Beach City Hall, located at 1700 Convention Center Drive, 1st floor outside by glass elevators. Parks will provide transportation for site visit. NO ADDITIONAL SITE VISITS WILL BE SCHEDULED.**

Bidders are reminded to please acknowledge receipt of this addendum on page 58 of the Bid Documents or the bid may be considered non-responsive.

CITY OF MIAMI BEACH

Gus Lopez, CPPO  
Procurement Director  
mf

**THREE YEAR CONTRACT TO PROVIDE  
GROUNDS MAINTENANCE SERVICE  
BID # 31-03/04**

**Bid Proposal Page 3 of 4**

**COMPANY NAME:** \_\_\_\_\_

<b>Materials ( for Materials not specified herein, to be installed at the direction of the City)</b>		
<b>Item #</b>	<b>Description</b>	<b>Unit Price Installed</b>
16	St. Augustine Sod	\$ _____ /pallet
17	Bahia Sod	\$ _____ /pallet
18	Cypress Mulch	\$ _____ /cubic yard
19	Seasonal Color	% _____ ABOVE VENDOR COST
20	For all other materials not specified, Contractor shall furnish at the specified percentage above vendor cost.	% _____ ABOVE VENDOR COST
21	A Not to Exceed costs to install plant materials and trees up to 45 gallon containers.	\$ _____ each

**NOTE: AS IT RELATES TO ITEM #21 ABOVE, THE CITY RESERVES THE RIGHT TO NEGOTIATE THESE NOT TO EXCEED (NTE) COSTS TO INSTALL PLANT MATERIAL AND TREES UP TO 45 GALLON CONTAINERS FROM THE SUCCESSFUL BIDDER(S). SHOULD NEGOTIATIONS BE UNSUCCESSFUL, THE CITY RESERVES THE RIGHT TO REQUEST AND NEGOTIATE THIS COSTS/FEE FROM OTHER CONTRACTORS.**

# CITY OF MIAMI BEACH

1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FLORIDA 33139  
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PROCUREMENT DIVISION

Telephone (305) 673-7490  
Facsimile (305) 673-7851

## INVITATION TO BID NO. 31-03/04

### ADDENDUM NO. 1

July 20, 2004

## THREE YEAR CONTRACT TO PROVIDE GROUNDS MAINTENANCE SERVICE is amended as follows:

- I. **REPLACE pages 55 and 57 of the Bid Documents with the attached amended pages.** Amended pages reflect additional information requested for items 1 through 7 and revised line item 20. Please submit the **amended pages 55 and 57** with your bid, or your bid may be considered non-responsive.
- II. **ADD language to Section 2.3 Method of Award, page 20 of the Bid Documents:**

Each location specified in this bid could be awarded on an individual basis, so each price quoted on the bid form must be capable of standing alone and not be dependant on award of entire contract. Bidders are requested to state on the bid form a percentage discount to be allowed per location should they be awarded the entire contract. The City will calculate the grand total of each/all bids minus the percentage discount and determine award based on the lowest and best value bid.
- III. **REVISE language on Section 2.21 Bidder Qualifications, page 24 of the Bid Documents (language in *Italic* denotes revised language):**

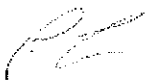
"...The evidence will consist of listing of work that has been provided to public and private sector clients, ei. nature of WORK within the last *four (4)* ~~three (3)~~ years".
- IV. **The following information relative to issues raised or discussed at the pre-bid conference is hereby incorporated and made part of Bid No. 31-03/04:**
  - A. **Site Visit.** A site visit is scheduled for **Friday, July 23<sup>rd</sup>, 2004 at 8:00 a.m.**, meeting at the City of Miami Beach City Hall, located at 1700 Convention Center Drive, 1st floor outside by glass elevators. Parks will provide transportation for site visits.
  - B. **Deadline for receipt of questions** is extended until **July 28<sup>th</sup>, 2004** by 5:00 p.m.
  - C. **Payment and Performance Bond.** Successful Bidder is required to maintain payment and performance bonds in the amount of \$300,000 each for the duration of the contract.
  - D. **Schedule of Values.** Bidders should cross out column entitled "Unit Price" from the Schedule of Values (pages 59-66 of the Bid Documents). This column is a duplication of column "Price per Service" and should not be filled out.
  - E. **Report on areas that are being renovated.** Information to follow in a subsequent addendum.

July 20, 2004  
ITB 31-03/04  
Addendum No. 1  
Page 2

**F. Previous Bid Results** are attached for bidder's reference.

Bidders are reminded to please acknowledge receipt of this addendum on page 58 of the Bid Documents or the bid may be considered non-responsive.

CITY OF MIAMI BEACH



Gus Lopez, CPPO  
Procurement Director  
mf

**THREE YEAR CONTRACT TO PROVIDE  
GROUNDS MAINTENANCE SERVICE  
BID # 31-03/04**

**Bid Proposal Page 1 of 4**

**COMPANY NAME:** \_\_\_\_\_

We propose to furnish all labor, tools, equipment, transportation, permits, licenses, services and incidentals necessary in order to provide Grounds Maintenance for the City of Miami Beach, in accordance with Bid Specifications, as follows:

Item #	Project Description	Cost per Service	# Services	Cost Per Year
1	Julia Tuttle Causeway	\$ _____	30	\$ _____
2	Mac Arthur Causeway/	\$ _____	30	\$ _____
3	Fifth Street	\$ _____	30	\$ _____
4	Palm/Hibiscus Island	\$ _____	34	\$ _____
5	Star Island	\$ _____	34	\$ _____
6	Collins Ave (40th to 59 <sup>th</sup> St.)	\$ _____	30	\$ _____
7	Marseille Drive	\$ _____	30	\$ _____

**ANNUAL GRAND TOTAL: \$** \_\_\_\_\_

Each location specified in this bid could be awarded on an individual basis, so each price quoted on the bid form must be capable of standing alone and not be dependant on award of entire contract. Please state on the space provided below a percentage discount to be allowed per location should you be awarded the entire contract:

- |  |       |                 |
|--|-------|-----------------|
| <b>1. Julia Tuttle Causeway:</b>                     | _____ | <b>Discount</b> |
| <b>2. Mac Arthur Causeway:</b>                       | _____ | <b>Discount</b> |
| <b>3. Fifth Street :</b>                             | _____ | <b>Discount</b> |
| <b>4. Palm/Hibiscus Island:</b>                      | _____ | <b>Discount</b> |
| <b>5. Star Island:</b>                               | _____ | <b>Discount</b> |
| <b>6. Collins Ave (40th to 59<sup>th</sup> St.):</b> | _____ | <b>Discount</b> |
| <b>7. Marseille Drive:</b>                           | _____ | <b>Discount</b> |

**THREE YEAR CONTRACT TO PROVIDE  
 GROUNDS MAINTENANCE SERVICE  
 BID # 31-03/04**

**Bid Proposal Page 3 of 4**

**COMPANY NAME:** \_\_\_\_\_

Materials ( for Materials not specified herein, to be installed at the direction of the City)		
Item #	Description	Unit Price Installed
16	St. Augustine Sod	\$ /pallet
17	Bahia Sod	\$ /pallet
18	Cypress Mulch	\$ /cubic yard
19	Seasonal Color	\$ /each
20	For all other materials not specified, Contractor shall furnish at the specified percentage above vendor cost.	% _____ ABOVE VENDOR COST
21	A Not to Exceed costs to install plant materials and trees up to 45 gallon containers.	\$ _____ each

**NOTE: AS IT RELATES TO ITEM #21 ABOVE, THE CITY RESERVES THE RIGHT TO NEGOTIATE THESE NOT TO EXCEED (NTE) COSTS TO INSTALL PLANT MATERIAL AND TREES UP TO 45 GALLON CONTAINERS FROM THE SUCCESSFUL BIDDER(S). SHOULD NEGOTIATIONS BE UNSUCCESSFUL, THE CITY RESERVES THE RIGHT TO REQUEST AND NEGOTIATE THIS COSTS/FEE FROM OTHER CONTRACTORS.**

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
tel: 305.375.1100 fax: 305.375.1101

98-97/01



COMMISSION MEMORANDUM NO. 630-98

TO: Mayor Nelson O. Kasdin and  
Members of the City Commission

DATE: September 23, 1998

FROM: Sergio Rodriguez  
City Manager

SUBJECT: Request for Approval to Award a Contract to Florida Lawn Services in the Estimated Annual Amount of \$351,125.04, Pursuant to Bid No. 98-97/01 for a Three-Year Contract for Grounds Maintenance Service (Causeways and Islands) for the City of Miami Beach, with an Option to Renew for Three Years on a Year-to-Year Basis.

## RECOMMENDATION

Approve the award.

Start: 9/23/98  
Exp: 9/22/04

## FUNDING

\$351,125.04 (Estimated annual amount)

Funds are available within Recreation, Culture & Parks, Landscape Maintenance Division, Account Number 011.0945.000312

## BACKGROUND

This Invitation to Bid was issued on August 2, 1998, with an opening date of August 28, 1998. Eighty-eight notices and twenty-two specifications were mailed. A Mandatory Pre-Bid Conference was conducted on August 13, 1998, and three bids were received by the August 28, 1998 deadline.

The contractor is to furnish all expertise, supervision, labor, equipment, material, transportation, facilities, and support services necessary to perform complete grounds maintenance and miscellaneous services for the MacArthur Causeway/Fifth Street, Julia Tuttle Causeway, Palm Island, Hibiscus Island and Star Island.

The work shall include, mowing, edging, litter pickup, weeding, mulching, pruning and fertilizing, pest and disease control, watering and irrigation system repair and maintenance, and replacement of plants as required.

Additionally, the bid contains a provision for the contractor to provide disaster response to assist the City with clean-up efforts prior to and following a disaster. The contractor will be compensated based on the labor rates by classification submitted with the bid.

FUNDING APPROVED

KRW

210

AGENDA ITEM

R2B

DATE

9-23-98

Bld No. 98-97/01  
September 23, 1998  
Page Two

### **BACKGROUND(Continued)**

All work shall be done in a thorough and workmanlike manner under competent Contractor supervision to the satisfaction of the City of Miami Beach Parks, Recreation and Culture Department Director, and Landscape Maintenance Division.

### **ANALYSIS**

The City currently contracts under two (2) separate contracts for grounds maintenance services for MacArthur Causeway and Julia Tuttle Causeway at a yearly cost of \$234,714.90.

The yearly cost for these areas under this bid increased to \$251,004.90 (approximate 7% increase). This escalation of cost is due to the revised requirements of this bid which have increased the frequency of service and level of supervision required. This will help to insure that these gateway areas are maintained to the level expected by the citizens and visitors.

Grounds maintenance at Palm/Hibiscus Islands and Star Island has been performed by City personnel. A comparison of the costs as included in the low bidder's response indicates the expense to be comparable to current City-provided services. While a cost savings is not anticipated during the first year of the contract, it is anticipated that a savings will be realized in years two and three of the agreement due to reduced equipment replacement, use of fewer parts and use of less fuel.

Florida Lawn Service is the overall lowest bidder and has performed in a very satisfactory manner under the expiring contract for the Julia Tuttle Causeway.

### **TABULATION**

Attached.

### **CONCLUSION**

This contract should be awarded to the lowest responsive bidder, Florida Lawn Service, Inc..

SR:JG:KS:JF:mr

8 02

**TABULATION  
BID #98-97/01**

Item #	Project Description	Environmental Care, Inc.	Florida Lawn Services, Inc.	Kemp Services, Inc.
1	Julia Tuttle Causeway	\$15,697.00	\$11,465.00	\$14,960.00
2	Mac Arthur Causeway/Fifth Street	\$6,940.00	\$9,452.08	\$10,000.00
3	Palm/Hibiscus Island	\$8,678.00	\$3,631.67	\$6,200.00
4	Star Island	\$4,065.00	\$4,711.67	\$5,825.00
	<b>TOTAL PER MONTH</b>	<b>\$35,380.00</b>	<b>\$29,260.42</b>	<b>\$36,985.00</b>
16	Hourly rate per Contractor Representative	Regular time: \$20.00 Overtime: \$30.00	Regular time: \$15.00 Overtime: \$22.50	Regular time: \$40.00 Overtime: \$60.00
17	Hourly rate per Laborer/Groundskeeper	Regular time: \$20.00 Overtime: \$30.00	Regular time: \$12.00 Overtime: \$18.00	Regular time: \$15.00 Overtime: \$22.50
18	Hourly rate per Irrigation Technician	Regular time: \$35.00 Overtime: \$52.50	Regular time: \$22.00 Overtime: \$33.00	Regular time: \$30.00 Overtime: \$45.00
19	Hourly rate per Large Equipment Operator	Regular time: \$30.00 Overtime: \$45.00	Regular time: \$24.00 Overtime: \$36.00	Regular time: \$25.00 Overtime: \$37.50
20	Hourly rate per Supervisor/Foreman	Regular time: \$25.00 Overtime: \$37.50	Regular time: \$18.00 Overtime: \$27.00	Regular time: \$20.00 Overtime: \$30.00
21	Hourly rate per Climber	Regular time: \$44.00 Overtime: \$66.00	Regular time: \$30.00 Overtime: \$45.00	Regular time: \$30.00 Overtime: \$45.00

Item #	Project Description		Environmental Care, Inc.	Florida Lawn Services, Inc.	Kemp Services, Inc.
22	Hourly rate per Certified Arborist	Regular time:	\$43.00	\$32.00	\$40.00
		Overtime:	\$64.50	\$48.00	\$40.00
23	Hourly rate per Pest Control Technician	Regular time:	\$25.00	\$32.00	\$25.00
		Overtime:	\$37.50	\$48.00	\$37.50
24	St. Augustine Sod		\$225.00	\$180.00	\$280.00
25	Bahia Sod		\$80.00	\$180.00	\$125.00
26	Cypress Mulch		\$35.00	\$220.00	\$30.00
27	Seasonal Color		\$1.65	\$40.00	\$2.00
28	For all other materials not specified, Contractor shall furnish at _____ % above vendor cost		35.00%	50.00%	50.00%

# CITY OF MIAMI BEACH



1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FLORIDA 33139  
<http://www.miamibeachfl.gov>

PROCUREMENT DIVISION

Telephone (305) 673-7490  
Facsimile (305) 673-7851

## **PUBLIC NOTICE INVITATION TO BID NO. 31-03/04**

Sealed bids will be received by the City of Miami Beach Procurement Director, 3rd Floor, 1700 Convention Center Drive, Miami Beach, Florida 33139, until 3:00 p.m. on the **5<sup>th</sup> day of August, 2004** for:

### **THREE YEAR CONTRACT TO PROVIDE GROUNDS MAINTENANCE SERVICE**

**Scope of Work:** The work specified in this section consists of furnishing all labor, machinery, tools, means of transportation, supplies, equipment, materials, services and incidentals necessary to provide complete landscape maintenance services as specified herein.

The work shall include but not be limited to, litter retrieval and waste disposal, mowing, edging, landscape maintenance, herbicide /insecticide application, turf management, irrigation system operation maintenance / repair and replacement of plants as required.

**Minimum Requirements:** Prospective bidders must submit with their bids or within five (5) working days six references, of which at least three separate references must be of contracts over \$50,000/year in landscaping services. Also, prospective bidders must meet qualifications as set forth by section 3.2 of the Bid Documents.

**A non-mandatory Pre-Bid Conference will be held at 10:00 a.m. on July 16<sup>th</sup>, 2004 at the City of Miami Beach City Hall, 1<sup>st</sup> Floor Conference Room located at 1700 Convention Center Drive.**

**Bid Guaranty:** All bids must be accompanied by a bid bond in the amount of \$10,000. Refer to Section 1.27.

**Payment and Performance Bond:** The successful bidder will be required to provide a Payment Bond and Performance Bond in the amount of **\$300,000** each. Refer to General Conditions 1.27.

**Estimated Annual Budget Amount: \$560,000**

At time, date, and place above, bids will be publicly opened. Any bids or proposals received after time and date specified will be returned to the bidder unopened. The responsibility for submitting a bid/proposal before the stated time and date is solely and strictly the responsibility of the bidder/proposer. The City is not responsible for delays caused by mail, courier service, including U.S. Mail, or any other occurrence.

The City of Miami Beach has contracted with BidNet and has begun utilizing a new central bid notification system created exclusively for state and local agencies located in South Florida. Created in conjunction with BidNet(r), this new South Florida Purchasing system has replaced the DemandStar system and allow vendors to register online and receive notification of new bids, amendments and awards. Vendors with Internet access should review the registration options at the following website: [www.govbids.com/scripts/southflorida/public/home1.asp](http://www.govbids.com/scripts/southflorida/public/home1.asp). If you do not have Internet access, please call the BidNet(r) support group at 800-677-1997 extension # 214.

Any questions or clarifications concerning this Bid shall be submitted in writing by mail or facsimile to the Procurement Division, 1700 Convention Center Drive, Miami Beach, FL 33139, or FAX: (305) 673-7851. The Bid title/number shall be referenced on all correspondence. All questions must be received no later than **ten (10)** calendar days prior to the scheduled Bid opening date. All responses to questions/clarifications will be sent to all prospective bidders in the form of an addendum.

The City of Miami Beach reserves the right to accept any proposal or bid deemed to be in the best interest of the City of Miami Beach, or waive any informality in any proposal or bid. The City of Miami Beach may reject any and all proposals or bids.

YOU ARE HEREBY ADVISED THAT THIS INVITATION TO BID IS SUBJECT TO THE "CONE OF SILENCE," IN ACCORDANCE WITH ORDINANCE NO. 2002-3378. A COPY OF ALL WRITTEN COMMUNICATION(S) REGARDING THIS BID MUST BE FILED WITH THE CITY CLERK.

YOU ARE HEREBY ADVISED THAT THIS INVITATION TO BID IS SUBJECT TO THE "CODE OF BUSINESS ETHICS" ("CODE"), IN ACCORDANCE WITH RESOLUTION NO. 2000-23879.

YOU ARE HEREBY ADVISED THAT THIS INVITATION TO BID IS SUBJECT TO THE CITY OF MIAMI BEACH DEBARMENT ORDINANCE NO. 2000-3234.

YOU ARE HEREBY ADVISED THAT THIS INVITATION TO BID IS SUBJECT TO THE BID SOLICITATION PROTEST ORDINANCE NO. 2002-3344.

YOU ARE HEREBY ADVISED THAT THIS INVITATION TO BID IS SUBJECT TO THE CITY OF MIAMI BEACH LOBBYIST FEES DISCLOSURE ORDINANCE NO. 2002-3363.

YOU ARE HEREBY ADVISED THAT THIS REQUEST FOR BID IS SUBJECT TO THE CAMPAIGN CONTRIBUTIONS BY VENDORS ORDINANCE NO. 2003-3389.

YOU ARE HEREBY ADVISED THAT THIS BID SOLICITATION IS SUBJECT TO THE LOCAL PREFERENCE ORDINANCE NO. 2003-3413. RESPONSIVE AND RESPONSIBLE MIAMI BEACH-BASED VENDORS THAT ARE WITHIN 5% OF THE LOWEST AND BEST BIDDER, WILL BE GIVEN AN OPPORTUNITY OF PROVIDING SAID GOODS OR GENERAL SERVICES CONTAINED HEREIN, FOR THE LOWEST RESPONSIVE BID AMOUNT.

YOU ARE HEREBY ADVISED THAT THIS BID SOLICITATION IS SUBJECT TO THE LIVING WAGE ORDINANCE NO. 2001-3301. ALL EMPLOYEES WHO PROVIDE SERVICES COVERED BY THE BID, SHALL BE PAID A LIVING WAGE OF NO LESS THAN \$8.56 AN HOUR WITH HEALTH BENEFITS, OR A LIVING WAGE OF NO LESS THAN \$9.81 AN HOUR WITHOUT HEALTH BENEFITS.

Detailed representation of all these ordinances can be found on the City of Miami Beach WebSite at <http://www.miamibeachfl.gov/newcity/depts/purchase/bidintro.asp>

CITY OF MIAMI BEACH



Gus Lopez, CPPO  
Procurement Director

# CITY OF MIAMI BEACH

1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FLORIDA 33139  
<http://miamibeachfl.gov>

PROCUREMENT DIVISION

Telephone (305) 673-7490  
Facsimile (305) 673-7851

## NOTICE TO PROSPECTIVE BIDDERS

### NO BID

If not submitting a bid at this time, please detach this sheet from the bid documents, complete the information requested, and return to the address listed above.

### NO BID SUBMITTED FOR REASON(S) CHECKED AND/OR INDICATED:

☐ Our company does not handle this type of product/service.

☐ We cannot meet the specifications nor provide an alternate equal product.

☐ Our company is simply not interested in bidding at this time.

☐ Due to prior commitments, I was unable to attend pre-proposal meeting.

☐ OTHER. (Please specify)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We do ☐ do not ☐ want to be retained on your mailing list for future bids for the type or product and/or service.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

**Note: Failure to respond, either by submitting a bid or this completed form, may result in your company being removed from the City's bid list.**

**THREE YEAR CONTRACT TO PROVIDE  
GROUNDS MAINTENANCE SERVICE  
BID # 31-03/04**

**1.0 GENERAL CONDITIONS**

**1.1 SEALED BIDS:**

Original copy of Bid Form as well as any other pertinent documents must be returned in order for the bid to be considered for award. All bids are subject to the conditions specified hereon and on the attached Special Conditions, Specifications and Bid Form.

The completed bid must be submitted in a sealed envelope clearly marked with the Bid Title to the City of Miami Beach Procurement Division, 3rd floor, 1700 Convention Center Drive, Miami Beach, Florida 33139. Facsimile bids will not be accepted.

**1.2 EXECUTION OF BID:**

Bid must contain a manual signature of an authorized representative in the space provided on the Bid Form. Failure to properly sign bid shall invalidate same and it shall NOT be considered for award. All bids must be completed in pen and ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid. Any illegible entries, pencil bids or corrections not initialed will not be tabulated. The original bid conditions and specifications CANNOT be changed or altered in any way. Altered bids will not be considered. Clarification of bid submitted shall be in letter form, signed by bidders and attached to the bid.

**1.3 NO BID:**

If not submitting a bid, respond by returning the enclosed bid form questionnaire, and explain the reason. Repeated failure to bid without sufficient justification shall be cause for removal of a supplier's name from the bid mailing list.

**1.4 PRICES QUOTED:**

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s).

**1.5 TAXES:**

The City of Miami Beach is exempt from all Federal Excise and State taxes. State Sales Tax and Use Certificate Number is 04-00097-09-23.

**1.6 MISTAKES:**

Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk.

**1.7 CONDITION AND PACKAGING:**

It is understood and agreed that any item offered or shipped as a result of this bid shall be the latest new and current model offered (most current production model at the time of this bid).

All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

**1.8 UNDERWRITERS' LABORATORIES:**

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

**1.9 BIDDER'S CONDITIONS:**

The City Commission reserves the right to waive irregularities or technicalities in bids or to reject all bids or any part of any bid they deem necessary for the best interest of the City of Miami Beach, FL.

**1.10 EQUIVALENTS:**

If bidder offers makes of equipment or brands of supplies other than those specified in the following, he must so indicate on his bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed.

Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and **MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.**

Lacking any written indication of intent to quote an alternate brand or model number, the bid will be considered as a bid in complete compliance with the specifications as listed on the attached form.

**1.11 NON-CONFORMANCE TO CONTRACT CONDITIONS:**

Items may be tested for compliance with specifications. Item delivered, not conforming to specifications, may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder.

Any violation of these stipulations may also result in:

- A) Vendor's name being removed from the vendor list.
- B) All departments being advised not to do business with vendor.

**1.12 SAMPLES:**

Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Procurement Division , 1700 Convention Center Drive, Miami Beach, FL 33139.

**1.13 DELIVERY:**

Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

**1.14 INTERPRETATIONS:**

Unless otherwise stated in the bid, any questions concerning conditions and specifications should be submitted in writing to the Procurement Director, 1700 Convention Center Drive, Miami Beach, FL 33139. Fax (305) 673-7851.

**1.15 BID OPENING:**

Bids shall be opened and publicly read on the date, time and place specified on the Bid Form. All bids received after the date, time, and place shall be returned, unopened.

**1.16 INSPECTION, ACCEPTANCE & TITLE:**

Inspection and acceptance will be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the buyer unless loss or damage result from negligence by the buyer.

If the materials or services supplied to the City are found to be defective or not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product at bidder's expense.

**1.17 PAYMENT:**

Payment will be made by the City after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced.

**1.18 DISPUTES:**

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City shall be final and binding on both parties.

**1.19 LEGAL REQUIREMENTS:**

Federal, State, county and city laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

**1.20 PATENTS & ROYALTIES:**

The bidder, without exception, shall indemnify and save harmless the City of Miami Beach, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The City of Miami Beach, Florida. If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**1.21 OSHA:**

The bidder warrants that the product supplied to the City of Miami Beach, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same.

**1.22 SPECIAL CONDITIONS:**

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

**1.23 ANTI-DISCRIMINATION:**

The bidder certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

**1.24 AMERICAN WITH DISABILITIES ACT:**

Call (305) 673-7490/VOICE to request material in accessible format; sign language interpreters (five days in advance when possible), or information on access for persons with disabilities. For more information on ADA compliance please call Heidi Johnson Wright, Public Works Department, at 305.673.7080.

**1.25 QUALITY:**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship.

**1.26 LIABILITY, INSURANCE, LICENSES AND PERMITS:**

Where bidders are required to enter or go onto City of Miami Beach property to deliver materials or perform work or services as a result of a bid award, the successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Dade County and City of Miami Beach building code requirements and the South Florida Building Code. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of his or her bid.

**1.27 BID GUARANTY/PAYMENT AND PERFORMANCE BONDS:**

All bids shall be accompanied by either an original bid bond executed by a surety company meeting the qualifications for surety companies, or by cash, money order, certified check, cashier's check, Bid Guaranty Form, Unconditional Letter of Credit (Form 00410), treasurer's check or bank draft of any national or state bank (United States), **in the amount of \$10,000**, payable to City of Miami Beach, Florida, and conditioned upon the successful Bidder executing the Contract and providing the evidence of required insurance within ten (10) calendar days after notification of award of the Contract. **A PERSONAL CHECK OR A COMPANY CHECK OF A BIDDER SHALL NOT BE DEEMED A VALID BID SECURITY.** Security of the successful Bidder shall be forfeited to the City of Miami Beach as liquidated damages, not as a penalty, for the cost and expense incurred should said Bidder fail to execute the Contract, provide the required Performance Bond, Payment Bond and Certificate(s) of Insurance within ten (10) calendar days after notification of the award of the Contract, or failure to comply with any other requirements set forth herein. The time for execution of the Contract and provision of the Performance Bond, Payment Bond and Certificate(s) of Insurance may be extended by the City's Procurement Director for good cause shown. Bid Securities of the unsuccessful Bidders will be returned after award of Contract.

The successful Bidder executing the Contract will be required to provide the **Performance Bond and Payment Bond in the amount of \$300,000 each, and evidence of required insurance within fifteen (15) calendar days after notification of award of the Contract.**

**1.28 DEFAULT:**

Failure or refusal of a bidder to execute a contract upon award, or withdrawal of a bid before such award is made, may result in forfeiture of that portion of any bid surety required equal to liquidated damages incurred by the City thereby, or where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the bidder's list

**1.29 CANCELLATION:**

In the event any of the provisions of this bid are violated by the contractor, the Procurement Director shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Commission for immediate cancellation.

The City Commission of Miami Beach, Florida reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.

**1.30 BILLING INSTRUCTIONS:**

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in DUPLICATE to the City of Miami Beach, Accounts Payables Department, 1700 Convention Center Drive, Miami Beach, Florida 33139.

**1.31 NOTE TO VENDORS DELIVERING TO THE CITY OF MIAMI BEACH:**

Receiving hours are Monday through Friday, excluding holidays, from 8:30 A.M. to 5:00 P.M.

**1.32 SUBSTITUTIONS:**

The City of Miami Beach, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their bid once awarded. Any substitute shipments will be returned at the bidder's expense.

**1.33 FACILITIES:**

The City Commission reserves the right to inspect the bidder's facilities at any time with prior notice.

**1.34 BID TABULATIONS:**

Bidders desiring a copy of the bid tabulation may request same by enclosing a self-addressed stamped envelope with the bid.

**1.35 BID PROTEST PROCEDURES:**

Bidders that are not selected may protest any recommendation for Contract award in accordance with City of Miami Beach Ordinance No. 2002-3344, which establishes procedures for resulting protested bids and proposed awards. **Protest not timely pursuant to the requirements of Ordinance No. 2002-3344 shall be barred.**

**1.36 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:**

If any person contemplating submitting a Bid under this Solicitation is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit to the City of Miami Beach Procurement Director at least ten (10) calendar days prior to scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretation of the Bid, if made, will be made only by Addendum duly issued by the City of Miami Beach Procurement Director. The City shall issue an Informational Addendum if clarification or minimal changes are required.

The City shall issue a Formal Addendum if substantial changes which impact the technical submission of Bids is required. A copy of such Addendum shall be sent by mail or facsimile to each Bidder receiving the Solicitation. In the event of conflict with the original Contract Documents, Addendum shall govern all other Contract Documents to the extent specified. Subsequent addendum shall govern over prior addendum only to the extent specified. The Bidder shall be required to acknowledge receipt of the Formal Addendum by signing in the space provided on the Bid Proposal Form. Failure to acknowledge Addendum shall deem its Bid non-responsive; provided, however, that the City may waive this requirement in its best interest. The City will not be responsible for any other explanation or interpretation made verbally or in writing by any other city representative.

**1.37 DEMONSTRATION OF COMPETENCY:**

- 1) Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid. Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the City of Miami Beach.
- 2) The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City in making the award in the best interest of the City.
- 3) The City may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplies to the City through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the Bidder's Proposal may render the Bid non-responsive.
- 4) The City may, during the period that the Contract between the City and the successful Bidder is in force, review the successful Bidder's record of performance to insure that the Bidder is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the Bidder's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the successful Bidder no longer possesses the financial support, equipment and organization which would have been necessary during the Bid evaluation period in order to comply with this demonstration of competency section.

**1.38 DETERMINATION OF AWARD**

The City Commission shall award the contract to the lowest and best bidder. In determining the lowest and best bidder, in addition to price, there shall be considered the following:

- a. The ability, capacity and skill of the bidder to perform the Contract.
- b. Whether the bidder can perform the Contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgement, experience and efficiency of the bidder.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the Contract.

**1.39 ASSIGNMENT:**

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Miami Beach.

**1.40 LAWS, PERMITS AND REGULATIONS:**

The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein.

**1.41 OPTIONAL CONTRACT USAGE:**

As provided in Section 287.042 (17), Florida Statutes, other State agencies may purchase from the resulting contract, provided the Department of Management Services, Division of Procurement, has certified its use to be cost effective and in the best interest of the State. Contractors have the option of selling these commodities or services certified by the Division to the other State agencies at the agencies option.

**1.42 SPOT MARKET PURCHASES:**

It is the intent of the City to purchase the items specifically listed in this bid from the awarded vendor. However, items that are to be Spot Market Purchased may be purchased by other methods, i.e. Federal, State or local contracts.

**1.43 ELIMINATION FROM CONSIDERATION**

This bid solicitation shall not be awarded to any person or firm which is in arrears to the City upon any debt, taxes or contracts which are defaulted as surety or otherwise upon any obligation to the City.

**1.44 WAIVER OF INFORMALITIES**

The City reserves the right to waive any informalities or irregularities in this bid solicitation.

**1.45 ESTIMATED QUANTITIES**

Estimated quantities or estimated dollars, if provided, are for City guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place any order for a given amount subsequent to the award of this bid solicitation. Estimates are based upon the City's actual needs and/or usage during a previous contract period. The City for purposes of determining the low bidder meeting specifications may use said estimates.

**1.46 COLLUSION**

*Bids from related parties.* Where two (2) or more related parties each submit a bid or proposal for any contract, such bids or proposals shall be presumed to be **collusive**. The foregoing presumption may be rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or proposals. Related parties mean bidders or proposers or the principals thereof which have a direct or indirect ownership interest in another bidder or proposer for the same contract or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract. Bids or proposals found to be collusive shall be rejected. Bidders or Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

**1.47 DISPUTES**

In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

- Any agreement resulting from the award of this Bid (if applicable); then
- Addenda released for this Bid, with the latest Addendum taking precedence; then
- The Bid; then
- Awardee's Bid.

**1.48 REASONABLE ACCOMMODATION**

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation at the RFP opening because of a disability must contact Heidi Johnson Wright at the Public Works Department at (305) 673-7080.

**1.49 GRATUITIES**

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this proposal.

**1.50 SIGNED BID CONSIDERED AN OFFER**

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Miami Beach, Florida and in case of default on the part of successful bidder or contractor, after such acceptance, the City may procure the items or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned or incurred thereby. Additionally, the City may take such action.

**1.51 BID CLARIFICATION:**

Any questions or clarifications concerning this Invitation to Bid shall be submitted in writing by mail or facsimile to the Procurement Department, 1700 Convention Center Drive, Miami Beach, FL 33139 FAX: (305) 673-7851. The bid title/number shall be referenced on all correspondence. **All questions must be received no later than ten (10) calendar days prior to the scheduled bid opening date.**

All responses to questions/clarifications will be sent to all prospective bidders in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.**

**1.52 TIE BIDS:**

Please be advised that in accordance with Florida Statutes Section 287.087, regarding identical tie bids, preference will be given to vendors certifying that they have implemented a drug free work place program. A certification form will be required at that time.

**1.53 PUBLIC ENTITY CRIMES (PEC):**

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**1.54 DETERMINATION OF RESPONSIVENESS:**

Determination of responsiveness taken place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, your bid must conform in all material respects to the requirements stated in their Bid.

**1.55 DELIVERY TIME:**

Vendors shall specify on the attached Bid Form, the guaranteed delivery time (in calendar days) for each item. It must be a firm delivery time, no ranges will be accepted, i.e.; 12-14 days.

**1.56 CONE OF SILENCE**

This invitation to bid is subject to the "Cone of Silence" in accordance with Ordinance No. 2002-3378. A copy of all written communication(s) regarding this bid must be filed with the city clerk.

**1.57 TERMINATION FOR DEFAULT**

If through any cause within the reasonable control of the successful bidder, it shall fail to fulfill in a timely manner, or otherwise violate any of the covenants, agreements, or stipulations material to the Agreement, the City shall thereupon have the right to terminate the services then remaining to be performed by giving written notice to the successful bidder of such termination which shall become effective upon receipt by the successful bidder of the written termination notice.

In that event, the City shall compensate the successful bidder in accordance with the Agreement for all services performed by the bidder prior to termination, net of any costs incurred by the City as a consequence of the default.

Notwithstanding the above, the successful bidder shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the bidder, and the City may reasonably withhold payments to the successful bidder for the purposes of set off until such time as the exact amount of damages due the City from the successful bidder is determined.

**1.58 TERMINATION FOR CONVENIENCE OF CITY**

The City may, for its convenience, terminate the services then remaining to be performed at any time without cause by giving written notice to successful bidder of such termination, which shall become effective thirty (30) days following receipt by bidder of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to the City. If the Agreement is terminated by the City as provided in this section, the City shall compensate the successful bidder in accordance with the Agreement for all services actually performed by the successful bidder and reasonable direct costs of successful bidder for assembling and delivering to City all documents. No compensation shall be due to the successful bidder for any profits that the successful bidder expected to earn on the balanced of the Agreement. Such payments shall be the total extent of the City's liability to the successful bidder upon a termination as provided for in this section.

**1.59 INSURANCE AND INDEMNIFICATION:**

(See Check List for applicability to this contract)

The contractor shall be responsible for his work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular project. He shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work.

It is understood and agreed that at all times the contractor is acting as an independent contractor.

The contractor, at all times during the full duration of work under this contract, including extra work in connection with this project shall meet the following requirements:

Maintain Worker's Compensation and Employer's Liability Insurance to meet the statutory requirements of the State of Florida.

Maintain Comprehensive General Liability Insurance in amounts prescribed by the City (see checklist for limits) to protect the contractor in the interest of the City against all risks of injury to persons (including death) or damage to property wherever located resulting from any action or operation under the contract or in connection with the work. This policy is to provide coverage for premises/operations, independent contractor, broad form property damage, products/completed operations and contractual liability.

Maintain Automobile Liability Insurance including Property Damage covering all owned, non-owned or hired automobiles and equipment used in connection with the work.

Maintain any additional coverages required by the Risk Manager as indicated on the Insurance Check List. Name the City of Miami Beach as an additional insured on all liability policies required by this contract. When naming the City of Miami Beach as an additional insured onto your policies, the insurance companies hereby agree and will endorse the policies to state that the City will not be liable for the payment of any premiums or assessments. A copy of the endorsement(s) naming the City of Miami Beach as an additional insured is required and must be submitted to the City's Risk Manager.

No change or cancellation in insurance shall be made without thirty (30) days written notice to the City of Miami Beach Risk Manager.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least B+:VI or better per Best's Key Rating Guide, latest edition.

Original signed Certificates of Insurance, evidencing such coverages and endorsements as required herein, shall be filed with and approved by the City of Miami Beach Risk Manager before work is started. The certificate must state Bid Number and Title. Upon expiration of the required insurance, the contractor must submit updated certificates of insurance for as long a period as any work is still in progress.

It is understood and agreed that all policies of insurance provided by the contractor are primary coverage to any insurance or self-insurance the City of Miami Beach possesses that may apply to a loss resulting from the work performed in this contract.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the City's Risk Manager.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

"The contractor hereby agrees to indemnify and hold harmless the City of Miami Beach, a municipal corporation, its officers, agents, and employees from all claims for bodily injuries to the public in and up to the amount of \$1,000,000.00 for each occurrence and for all damages to the property of others in and up to the amount of \$1,000,000.00 for each occurrence per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable attorney fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the contractor, his agents, servants, or employees, or through the mere existence of the project under contract".

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the City of Miami Beach, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The contractor will notify his insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The contractor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the City of Miami Beach under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The contractor will secure and maintain policies of subcontractors. All policies shall be made available to the City upon demand. Compliance by the contractor and all subcontractors with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the contractor and all subcontractors of their liabilities and obligations under any Section or Provisions of this contract. Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractor and of persons employed by them as he is for acts and omissions of persons directly employed by him.

Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to provide acceptable evidence of current insurance within seven days of receipt of written notice at any time during the contract term, the City shall have the right to consider the contract breached and justifying the termination thereof.

If bidder does not meet the insurance requirements of the specifications; alternate insurance coverage, satisfactory to the Risk Manager, may be considered.

It is understood and agreed that the inclusion of more than one insured under these policies shall not restrict the coverage provided by these policies for one insured hereunder with respect to a liability claim or suit by another insured hereunder or an employee of such other insured and that with respect to claims against any insured hereunder, other insureds hereunder shall be considered members of the public; but the provisions of this Cross Liability clause shall apply only with respect to liability arising out of the ownership, maintenance, use, occupancy or repair of such portions of the premises insured hereunder as are not reserved for the exclusive use of occupancy of the insured against whom claim is made or suit is filed.

### INSURANCE CHECK LIST

- XXX 1. Workers' Compensation and Employer's Liability per the Statutory limits of the state of Florida.
- XXX 2. Comprehensive General Liability (occurrence form), limits of liability \$ 1,000,000.00 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. **Contractual Liability** and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).
- XXX 3. Automobile Liability - \$1,000,000 each occurrence - owned/non-owned/hired automobiles included.
- \_\_\_ 4. Excess Liability - \$ \_\_\_\_\_.00 per occurrence to follow the primary coverages.
- XXX 5. The City must be named as and additional insured on the liability policies; and it **must** be stated on the certificate.
- \_\_\_ 6. Other Insurance as indicated:
- |                                   |             |
|-----------------------------------|-------------|
| ___ Builders Risk completed value | \$ _____.00 |
| ___ Liquor Liability              | \$ _____.00 |
| ___ Fire Legal Liability          | \$ _____.00 |
| ___ Protection and Indemnity      | \$ _____.00 |
| ___ Employee Dishonesty Bond      | \$ _____.00 |
| ___ Other                         | \$ _____.00 |
- XXX 7. Thirty (30) days written cancellation notice required.
- XXX 8. Best's guide rating B+:VI or better, latest edition.
- XXX 9. The certificate must state the bid number and title

#### **BIDDER AND INSURANCE AGENT STATEMENT:**

We understand the Insurance Requirements of these specifications and that evidence of this insurance may be required within five (5) days after bid opening.

Superior Landscaping & Lawn Service, Inc.

**Bidder**

  
\_\_\_\_\_  
**Signature of Bidder**

**THREE YEAR CONTRACT TO PROVIDE  
GROUNDS MAINTENANCE SERVICE  
BID # 31-03/04**

**2.0 SPECIAL CONDITIONS**

**2.1 PURPOSE:**

The purpose of this bid is to establish a contract, by means of sealed bids, for grounds maintenance service as specified herein, from a source(s) of supply that will give prompt and efficient service.

**2.2 TERM OF CONTRACT:**

This contract shall commence the day after date of award by the Mayor and City Commission. The maintenance period shall begin 10 days after receipt of a notice to proceed, and continue for a period of three (3) years, pending available funding.

The City of Miami Beach has the option to renew the contract at its sole discretion for an additional two (2) year period on a year to year basis. Renewal of the contract is a City of Miami Beach prerogative, not a right of the contractor. Such option will be exercised, if at all, only when it is in the best interest of the City of Miami Beach.

In the event that the contract is held over beyond the term herein provided it shall only be from a month to month basis only and shall not constitute an implied renewal of the contract. Said month to month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

Option to Renew / Adjustment to Contract Amount: In the event the City of Miami Beach exercises its option to renew beyond the initial three (3) year contract, the contract prices and any other terms the city may choose to negotiate, will be reconsidered for adjustment 90 days prior to the renewal date due to increases or decreases in labor costs; but in no event will the prices be increased or decreased by a percentage greater than the percentage change reflected in the C.P.I as published by the U.S. Department of Labor. The City of Miami Beach reserves the right to accept the renewal adjustment or to allow the contract to terminate and re-advertise for bids, whichever is in the best interest of the City.

**2.3 METHOD OF AWARD**

Award of this contract may be made to the primary and secondary lowest and best bidders, as defined in General Conditions 1.38, whose bid will be most advantageous to the City of Miami Beach. Should the primary vendor fail to comply with the Terms and Conditions of this Contract, the City reserves the right to award to the secondary vendor, if it is deemed to be in the best interest of the City.

**2.4 CERTIFICATION, INVOICES AND PAYMENT:**

**2.4.1 Certification**

Contractors shall complete a "Certification Report Form", designated Exhibit "B", and submit one signed copy with the monthly invoice to the Project Manager.

2.4.2 Invoices:

Contractors shall submit two (2) copies of all invoices to the Recreation, Culture & Parks Department, Parks/ Landscape Maintenance Division, 2100 Meridian Avenue, Miami Beach, Florida, 33139.

2.4.3 Payment

The City agrees to pay to Contractor for the maintenance services described herein the following compensation during the term of the Contract:

2.4.3.1 Payment - "Complete Service"

- (a) Contractor supplies all expertise, supervision, labor, equipment, material, transportation, facilities, and support services necessary to complete the entire job as specified in the landscape maintenance schedule and as indicated in the specifications.
- (b) The bid price is stated as "per service" amount. Each complete service cycle must be invoiced separately on a monthly basis for services rendered during said month and City will pay to Contractor each month the "per service" payment amount.
- (c) The compensation to be paid by City shall be rendered in monthly payments for work performed per bid item. Payment shall be made within thirty (30) days upon receiving invoices, in duplicate, providing that all work performed during the preceding month has been inspected and accepted by the Project Manager and that all applicable certifications and reports have been submitted in accordance with the provisions of the Contract. The Contractor shall look for payment exclusively from the funds of the City for which these services have been provided.
- (d) If the Project Manager determines that the labor for work resulting from vandalism, acts of God, or third party negligence can be performed by Contractor's present work force, the Project Manager may modify the Landscape Maintenance Schedule and substitute the emergency work for regularly scheduled work.

2.4.3.2 Payments Withheld:

If, in the sole judgment of the Project Manager, the level of maintenance is less than that specified herein, at his option, in addition to or in lieu of other remedies provided herein, may withhold payment from the Contractor for work not performed, until services are rendered in accordance with specifications and providing no other arrangements have been made between the Contractor and the Project Manager. Notice of withholding must be in writing to the attention of the Procurement Director.

2.4.3.3

Additional or Decreased Compensation:

- A. Additional or decreased compensation may be authorized at the discretion of the Project Manager, subject to City budgetary conditions, for Deletion of Sites, Addition of Sites, or Additional Work performed by the Contractor.

B. Price Adjustment For The Deletion of Site(s):

The City reserves the right to temporary or permanently delete existing sites, and/or services at existing sites. Sites and/or services which are removed shall be evaluated by both the City and the contractor for the mutual determination of a fair unit cost, to be based upon similar site receiving similar service and/or similar services rendered at a similar site.

Should it be necessary for the Project Manager to eliminate any sites, it is understood that the corresponding per service rate charged by the Contractor for maintenance services will also be deleted from subsequent invoices sent to the Department.

The Project Manager shall initiate the above request/action in writing to the contractor, with a copy of the letter and any/all subsequent written correspondence to the Procurement Director.

C. Price Adjustments For The Addition of Sites:

The City reserves the right to add new sites to the respective contract(s), and to add services to the existing sites. New sites and/or service to be added shall be evaluated by both the City and the contractor for the mutual determination of a fair unit cost, to be based upon similar site receiving similar service and/or similar services rendered at a similar site. Sites and/or services deleted and later re-added shall be re-added at the original contract unit cost, plus any index adjustment.

The Project Manager shall initiate the above request/action in writing to the contractor, with a copy of the letter and any/all subsequent written correspondence to the Procurement Director.

2.4.3.4

Development of and/or Improvement to Existing Sites

The City reserves the right to develop and/or improve existing sites specified herein. Additional services required shall be evaluated by both the City and the contractor for the mutual determination of a fair unit cost, to be based upon similar service rendered at a similar site.

**2.5 ADDITIONS/DELETIONS OF FACILITIES:**

**SEE SECTION 2.4.3.3, PARA. B AND C, AND 2.4.3.4 ABOVE.**

**2.6 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:**

If the bidder is awarded a contract under this bid solicitation, the prices quoted by the bidder on the Bid Form shall remain fixed and firm during the initial three-year term of the contract; provided, however, that the bidder may offer incentive discounts from this fixed price to the City at any time during the contractual term.

**2.7 PRE-BID CONFERENCE/SITE INSPECTION:**

A non-mandatory pre-bid conference will be held at 10:00 A.M on **July 16<sup>th</sup>, 2004 at the City of Miami Beach City Hall, 1<sup>st</sup> Floor Conference Room**, located at 1700 Convention Center Drive, Miami Beach Florida 33139.

**2.8 VENDOR APPLICATION**

The City of Miami Beach has contracted with BidNet and has begun utilizing a new central bid notification system created exclusively for state and local agencies located in South Florida. Created in conjunction with BidNet®, this new South Florida Purchasing system has replaced the DemandStar system and allow vendors to register online and receive notification of new bids, amendments and awards. Vendors with Internet access should review the registration options at the following website: [www.govbids.com/scripts/southflorida/public/home1.asp](http://www.govbids.com/scripts/southflorida/public/home1.asp). If you do not have Internet access, please call the BidNet(r) support group at 800-677-1997 extension # 214.

**2.9 CONTACT PERSON:**

The contact person for this Invitation to Bid is **Marta Fernandez**. The contact person may be reached by phone: 305.673.7490; fax: 305.673.7851; or e-mail: [martafernandezrubio@miamibeachfl.gov](mailto:martafernandezrubio@miamibeachfl.gov) . Communications between a proposer, bidder, lobbyist or consultant and Procurement Staff is limited to matters of process or procedure.

Requests for additional information or clarifications must be made in writing to the contact person, with a copy to the City Clerk, no later than ten (10) calendar days prior to the scheduled Bid opening date.

The City will issue replies to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the deadline for responding to the Bid. Bidders should not rely on representations, statements, or explanations other than those made in this Bid or in any written addendum to this Bid. Bidders should verify with the Procurement Division prior to submitting a proposal that all addenda have been received.

**YOU MUST FAMILIARIZE YOURSELF WITH GENERAL CONDITION 1.66, ENTITLED CONE OF SILENCE, WHICH SETS FORTH THE POLICIES AND PROCEDURES RELATIVE TO ORAL AND WRITTEN COMMUNICATIONS.**

**2.10 SAMPLES: N/A**

**2.11 RESPONSE TIME: N/A**

**2.12 LIQUIDATED DAMAGES: N/A**

See Section 4.7.4. – Deficiency/Cure Notices and Corrective/Termination Process

**2.13 PERCENTAGE ABOVE VENDOR COST:**

Bids for materials required for additional work not included in the scope of services herein shall be submitted at vendor cost. Evidence of said costs shall be submitted upon request, and attached to the invoice. Proof of costs shall be printed, properly identified, and dated as to issuance of effectiveness.

**2.14 ESTIMATED QUANTITIES: N/A**

**2.15 HOURLY RATE:**

The hourly rate quoted is for additional work not specified herein and shall include full compensation for labor, equipment use, travel time, and any other direct cost associated for providing the additional work, to the bidder. Hourly labor rates are specified as follows:

**Hourly Labor Rate I** - Hourly rate for straight time, i.e. from 8:00 a.m. to 5:00 p.m. Monday - Friday (rate is to include labor and travel).

**Hourly Labor Rate II** - Hourly rate for overtime, i.e. before 8:00 a.m. or after 5:00 p.m., or on weekends or holidays (rate to include labor and travel).

**2.16 WARRANTY:**

The successful bidder will be required to warranty all work performed.

**2.17 PRODUCT/CATALOG INFORMATION: N/A**

**2.18 REFERENCES (PROVIDE REFERENCES IN THE CUSTOMER REFERENCE FORM)**

Each bid must be accompanied by a minimum of six (6) references, of which three (3) separate references must have been for contracts in the annual amount of \$50,000 or **Higher**. Reference shall include the name of the company, a contact person and the current/correct telephone number. NO BID WILL BE CONSIDERED WITHOUT THIS LIST.

**2.19 COMPLETE PROJECT REQUIRED:**

These specifications describe the various items or classes of work required, enumerating or defining the extent of same necessary, but failure to list any items or classes under scope of the several sections shall not relieve the contractor from performing such work where required by any part of these specifications, or necessary to the satisfactory completion of the work.

**2.20 FACILITY LOCATION: N/A**

**2.21 BIDDER QUALIFICATIONS:**

In order for bids to be considered, bidders must submit with their bid, evidence that they are qualified to satisfactorily perform the specified work. Evidence shall include all information necessary to certify that the bidder: maintains a permanent place of business; has experience in the type of service included in this scope of work; and has provided similar type, size and complexity of such work. The evidence will consist of listing of work that has been provided to public and private sector clients, ei. nature of WORK within the last three (3) years.

**2.22 LATE BIDS:**

At time, date, and place above, bids will be publicly opened. Any bids or proposals received after time and date specified will be returned to the bidder unopened. The responsibility for submitting a bid/proposal before the stated time and date is solely and strictly the responsibility of the bidder/proposer. The City is not responsible for delays caused by mail, courier service, including U.S. Mail, or any other occurrence.

**2.23 EXCEPTIONS TO SPECIFICATIONS:**

Exceptions to the specifications shall be listed on the Bid Form and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the bid to be considered non-responsive.

**2.24 COMPLETE INFORMATION REQUIRED ON BID FORM:**

All bids must be submitted on the attached Bid Form and all blanks filled in. To be considered a valid bid, the **ORIGINAL AND ONE COPY** of the Bid Form pages and all required submittal information must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of General Conditions.

**2.25 MAINTENANCE AGREEMENT: N/A**

**2.26 EQUAL PRODUCT: N/A**

**2.27 LIVING WAGE REQUIREMENT: SEE CITY OF MIAMI BEACH WEBSITE AS REFERENCED ON PAGE 4.**

**THREE YEAR CONTRACT TO PROVIDE  
GROUNDS MAINTENANCE SERVICE  
BID # 31-03/04**

**3.0 GENERAL REQUIREMENTS**

**3.1 SCOPE OF WORK**

- 3.1.1 The work specified in this section consists of furnishing all labor, machinery, tools, means of transportation, supplies, equipment, materials, services and incidentals necessary to provide complete landscape maintenance services as specified herein.
- 3.1.2 The work shall include but not be limited to, litter retrieval and waste disposal, mowing, edging, landscape maintenance, herbicide /insecticide application, turf management, irrigation system operation maintenance / repair and replacement of plants as required. (**"Full Service Visits"**) Bid prices shall include all labor, equipment and materials needed to perform those duties set forth in this section.
- 3.1.3 All work shall be completed in a continuous manner, that is the mowing, edging, trimming, etc., shall be completed before leaving the job site.
- 3.1.4 The Contractor will adhere to a work schedule provided by the City (see Section 4.7.2.). Any variations to that schedule, requested by either party, must be approved either verbally or in writing by an authorized representative of the other party.
- 3.1.5 The work shall include Traffic Control as described herein.
- 3.1.6 The locations of the work referenced in the above document are located throughout the City of Miami Beach, they include the following areas:
  - **Julia Tuttle Causeway:** From Alton Road west to the City of Miami, city limits and from high tide water line on the north side to high tide water line on the south side, including: the "Welcome to Miami Beach" sign, all medians, both right of ways, all bridge abutments, highway exit and entry ramps and interchange green spaces. **Approximately 90 acres. Thirty (30) full service visits and One Hundred fifty six (156) litter services annually.**
  - **Mac Arthur Causeway:** From Alton Road west to the City of Miami city limits and from high tide water line on the north side to the high tide water line on the south side and including: all medians, right of ways and the bridge abutments at Alton road. **Approximately 50 acres. Thirty (30) full service visits and One Hundred Fifty-six (156) litter services annually.**
  - **Fifth Street:** From Alton Road east to Ocean Drive including all medians and right of ways. **Approximately 5.12 acres. Thirty (30) full service visits and One Hundred Fifty-six (156) litter services annually.**
  - **Palm Island:** Includes landscaping on medians and along right of ways south and north of the entrance/ gate house area and the medians running west to east from east end of the island to the west end. **Approximately 2.76 acres. Thirty-four (34) full service visits annually. No additional litter services.**

- **Hibiscus Island:** All landscaping and turf at the neighborhood identification sign, median north of the sign and on median running west and east between North Hibiscus Road and South Hibiscus Road. **Unknown acres. Thirty-four (34) full service visits annually. No additional litter services.**
- **Star Island:** All landscaping in the median and on the right of ways north and south of the entrance/gate house areas and all landscaping and turf in the large median between East Star Island Drive and West Star Island Drive. **Thirty-four (34) full service visits annually. No additional litter services.**
- **Collins Ave Medians (From 40<sup>th</sup> to 60<sup>th</sup> St.):** All medians along Collins Ave. from 40<sup>th</sup> Street north to 60<sup>th</sup> Street. **Approximately 1.53 acres. Thirty (30) full service visits and One Hundred Fifty-six (156) litter services annually.**
- **Marseille Drive:** Streetscape maintenance to include all chops and swales along Marseille Drive from Bay Drive west to Rue Notre Dame to include all streetscape on medians and swales to the north and south of Marseille Drive along Rue Notre Dame and Rue Versailles. **Approximate acreage not available. Thirty (30) full service visits and One Hundred Fifty-six litter services annually.**

### 3.2 **QUALIFICATIONS (BIDDER SHALL SUBMIT SATISFACTORY EVIDENCE WITH THEIR BID OR WITHIN 5 CALENDAR DAYS UPON WRITTEN REQUEST, THAT THEY MEET THE FOLLOWING MINIMUM REQUIREMENTS)**

Parties deemed to be qualified to service this contract shall be judged on their past performance and present ability to provide all labor, materials, and equipment to successfully fulfill the provisions of this contract.

#### 3.2.1 **Company Qualification**

- 3.2.1.1 Company shall have been in continuous service and incorporated in the State of Florida for a minimum of four (4) years.
- 3.2.1.2 Company must be fully licensed with all required State and/or Local government licenses, and permits (irrigation, pest control, horticultural services, etc.).
- 3.2.1.3 Company must have a person with an advanced degree in horticulture, agronomy, or a related field on staff or be recognized as a Florida Certified Landscape Contractor through the Florida Nurseryman and Growers Association.
- 3.2.1.4 Company must have a I. S. A. Certified Arborist on staff, or under contract as a consultant.
- 3.2.1.5 Company must have a State Certified Pest Control Operator on staff, or under contract as a consultant.
- 3.2.1.6 Company must be a drug and alcohol free workplace.

### 3.2.2 Personnel Requirements, Management

3.2.2.1 Provide a minimum of one (1) full time graduate horticulturist or Florida Certified Landscape Contractor to manage all facets of the landscape and turf management for the contractor.

3.2.2.2 Managers must have excellent communication skills and be capable of directing all regular maintenance and additional landscape services and coordinating these with the designated City of Miami Beach staff.

3.2.2.3 Managers shall constantly use their experience and training to prevent, detect and control adverse conditions by physically inspecting the landscape and properly guiding the maintenance program.

### 3.2.3 Technical Services

3.2.3.1 To provide an adequate number of personnel specifically trained, experienced and licensed in the following areas: turf maintenance, irrigation maintenance, tree maintenance, and horticultural pest control.

3.2.3.2 Provide a Certified Pesticide Operator through the State of Florida, Department of Health and Rehabilitative Services.

3.2.3.3 Provide an I.S.A. Certified Arborist, with a minimum of five (5) years experience with South Florida trees.

## 3.3 CONTRACTOR'S RESPONSIBILITIES

### 3.3.1 Supervisor

The Contractor shall maintain a Supervisor at the facilities at all times during the hours of operations, and such supervisor shall be able to be communicated with by pager, two way radio or cellular telephone.

The Supervisor shall have a degree in horticulture, agronomy, or a related field, or be a Florida Certified Landscape Contractor with a minimum of two years field supervisory experience and be able to manage all facets of the landscape management for the Contractor. The Supervisor must have excellent communication skills and be capable of directing all regular maintenance and additional landscape services and coordinate these with the designated City staff. The Supervisor shall constantly use their experience and training to prevent, detect and control adverse conditions by physically inspecting the landscape and properly guiding the maintenance program.

## 3.4 CONTRACTOR'S PERSONNEL

Contractor shall employ personnel competent to perform the work specified herein. Contractor's employees shall be United States citizens or in possession of appropriate documentation permitting the employees to work in Dade County.

The City reserves the right to request the removal of the Contractor's employee's from performing maintenance on the City's grounds where the employee's performance or actions are obviously detrimental to the program. Standard for Contractor's employee's include the following:

### **3.5 DISASTER RESPONSE**

The Contractor shall maintain, on a twenty-four (24) hour on-call basis, by pager, two way radio, or cellular telephone, a staff sufficient to address emergency contingencies (ie. hurricanes, tornados, floods, etc.) which may arise from time to time. The Contractor will respond with immediate action to emergencies that adversely affect the City of Miami Beach, so that the situation is corrected at the earliest possible moment. The Contractor shall be compensated for use of personnel equipment based upon the indicated classifications in the bid tabulation.

### **3.6 UNIFORMS**

The Contractor will provide, at Contractor's expense, color coordinated uniforms for all personnel. Such uniforms shall meet Owners' public image requirements and be maintained by Contractor so that all personnel are neat, clean and professional in appearance at all times. Non-uniform clothing will not be permitted, including for new employees.

### **3.7 CONDUCT**

Conduct standards for Contractor's employees should meet or exceed those required for City employees. The following are some guidelines:

- Drugs and alcohol, or their use, is not permitted on City property nor are personnel allowed on property while under the influence of such substances.
- Firearms or other weapons are strictly forbidden.
- Fighting or loud, disruptive behavior is not permitted.

All personnel will be subject to applicable City safety and security rules and procedures pertaining to conduct, vehicle use, property access, etc.

### **3.8 SAFETY**

3.8.1 Contractor agrees to perform all work outlined in the Contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation, to safely maintain equipment, machines, and materials, and to remedy hazards consequential or related to the work. The Contractor further agrees to accept the sole responsibility for compliance with all local, County, State or other legal requirements including but not limited to: (1) full compliance with the terms of applicable O.S.H.A. Safety Orders, (2) requirements of the Florida Department of Transportation Manual of Traffic Controls and Safe Practices For Street and Highway Construction, Maintenance and Utility Operations, at all times so as to protect all persons including Contractor's employees, agents of the City, vendors, and members of the public or other firms from injury or damage to their property.

3.8.2 The City, through its Project Manager, reserves the right to issue immediate restraint or cease and desist order to Contractors when unsafe or harmful acts are observed or reported relative to the performance of the work under the Contract.

- 3.8.3 During normal working hours, Contractor shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the site, including a prompt report thereof to the Project Manager.
- 3.8.4 In performing the scope of work, all safety on or off the job site shall be the sole responsibility of the Contractor. The City shall not be responsible for safety on or off the job site. The City's on-site observations or inspections shall be only for the purpose of verifying that the maintenance Specifications are being implemented properly. The City's on-site observations or inspections are not for safety on or off the job site.
- 3.8.5 Traffic Safety Control - The Contractor shall at his cost, observe all safety regulation; including placing and display of safety devices, provisions of police to control traffic, etc. as may be necessary in order to conduct the public through the project area in accordance with F.D.O.T.'s "Manual on Traffic Controls and Safe Practices for Street Highway Construction, Maintenance and Utility Operations."

### **3.9 CONTRACTOR'S VEHICLES**

Contractor's vehicles shall be in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1-1/2" letters.

### **3.10 CONTRACTOR'S EQUIPMENT**

All equipment shall be maintained in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the City. The Contractor shall be responsible and liable for injury to persons caused by the operation of the equipment.

### **3.11 CONTRACTOR'S DAMAGES**

Any damages to the road, facilities, sewers, utilities, irrigation system, plant material or vegetation caused by the Contractor shall be repaired at the expense of the Contractor to the satisfaction of the City. Failure to restore said damages within three (3) working days following notification shall result in a deduction from the next invoice of the City's expenses incurred by the City for labor, material or equipment to restore the property to its original condition.

### **3.12 INDEPENDENT CONTRACTOR**

Contractor shall act under the Contract as an independent Contractor vis-a-vis City of Miami Beach and will not be an agent or employee of the City. Contractor shall not represent or otherwise hold out itself or any of its subcontractors, directors, officers, partners, employees, or agents to be an agent or employee of the City.

### **3.13 PERMITS, LICENSES, CERTIFICATES**

Contractors shall obtain, at their expense, valid permits, licenses and certificates (City, County, State, Federal) as required for work under the Contract.

3.13.1 Contractors shall give all notices and pay fees and taxes required by law in performance of the Contract.

3.13.2 Compliance with Miami Beach Parks, Recreation & Culture Department and the State of Florida Department of Transportation Rules and Regulations: Contractors shall comply and abide by all rules and regulations of the above-referenced departments as they may be applicable to performance of the Contract.

3.13.3 Advertising and Signs: Contractors shall not advertise or place signs on the site, facilities or equipment of the City of Miami Beach.

### **3.14 SUB CONTRACTORS**

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City.

Contractors shall be as fully responsible to the City for the acts and omission of the subcontractors as for the acts and omissions of person(s) directly employed.

### **3.15 PROTECTION OF PROPERTY AND REPAIR OF DAMAGE**

3.15.1 All portions of landscape structures, facilities, services, utilities, roads, and irrigation systems shall be protected against damage or interrupted service at all times by Contractor during the term of the Contract. Any damage to the property as a result of the performance of work by Contractor during the terms of the Contract shall be repaired or replaced in kind and in manner approved by the Project Manager. All work of this kind shall be made immediately after damage or alteration occurs, unless otherwise directed.

3.15.2 Repairs to plant materials and soils shall specifically be made in accordance with specifications in Section 4.3.

3.15.3 Repairs to irrigation systems, which are damaged by any means including acts of God, vandalism, vehicular damage, theft, or undetermined causes, shall be repaired by the Contractor at no cost to the City, except where the specifications provide otherwise.

3.15.4 Contractor shall notify the City Project Manager within twenty-four (24) hours after discovery of any damage caused by accident, vandalism, thefts, acts of God, or undetermined causes.

**3.16 RECORDS**

All documents, books and accounting records shall be open for inspection at any reasonable time during the term of the Contract and for three (3) years audit of the books and business conducted by Contractor and observe the operation of the business so that accuracy of the above records can be confirmed.

All employment and payroll records shall be open for inspection and reinspection by the City, at any reasonable time during the term of the Contract.

**3.17 TRANSPORTATION**

Contractors are to supply all transportation of employees, supplies and equipment.

**3.18 STORAGE**

Contractors are to provide for all storage at off-site locations delivering to site only sufficient equipment and materials to complete daily tasks. Permission may be given by Project Manager for storage of materials or equipment on-site during special projects or conditions.

**3.19 WASTE DISPOSAL**

Contractors are responsible for removing and disposing from sites all waste handled in performance of the Contract. The City is not required to supply area or facilities for storage or removal of waste on-site.

**3.20 NON-INTERFERENCE**

Contractor shall not interfere with the public use of sites and shall conduct his operation so as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

# **THREE YEAR CONTRACT TO PROVIDE GROUNDS MAINTENANCE SERVICE**

**BID # 31-03/04**

## **4.0 TECHNICAL SPECIFICATIONS**

### **4.1 PURPOSE**

These specifications designate the manner in which basic maintenance tasks will be performed in order to achieve the overall Quality Objective, which is to maintain the landscaping on the listed sites in a healthy, growing, safe, clean, and attractive condition throughout the year.

### **4.2 STANDARDS AND REFERENCES**

The Contractor's Representative shall be well versed in Florida maintenance operations and procedures. All employees shall be competent and skilled in their particular job in order to insure that they properly perform the work assigned.

The following organizations provide standards and publications which may be used as a guide for conducting grounds maintenance and services, under the Contract:

- A. Florida Cooperative Extension Services, 18710 SW 288th Street, Homestead, Florida, 33030.
- B. Florida Turf-Grass Association, Inc., 302 Graham Avenue, Orlando, Florida, 32803-6399.
- C. National Recreation and Park Association, 1601 N. Kent Street, Arlington, Virginia, 22209.
- D. Florida Recreation and Park Association, 1406 Hays Street, Suite 1, Tallahassee, Florida, 32301.
- E. Florida Department of Transportation, "Manual on Traffic Controls and Safe Practices for Street & Highway Construction, Maintenance and Utility Operations."

### **4.3 MATERIALS**

All materials supplied and used by Contractors shall be the best kind available and used in accordance with manufacturer's directions. Commercial products such as fertilizers and pesticides shall bear the manufacturer's label and guaranteed analysis. City inspectors may require tests and reject materials not meeting these specifications or manufacturer's guarantee.

#### **4.3.1 Replacement**

Any plants which are damaged or die as a result of improper maintenance or lack of sufficient maintenance shall be replaced by the Contractor, within 10 calendar days upon discovery by the Contractor or notification by the City. The following criteria shall be used to determine if replacement is necessary.

4.3.1.1 Plants are not in a healthy growing condition and this renders them below the minimum quality standard (Fla.#1).

4.3.1.2 There is a question of any plants ability to thrive after the end of the thirty four (34) month maintenance period that would render it below the minimum quality standard (Fla.# 1).

4.3.1.3 The plant material is dead.

**4.3.2** The ten (10) calendar days may be extended due to seasonal conditions, availability, preparation time such as root pruning, etc., only if approved by the City, in advance. The extended time shall be negotiated between all parties concerned, but must receive final approval by the City. After the 10 day replacement period, the City may perform the work and withhold monies due to the Contractor for materials and labor costs.

**4.3.3 Size, Quality and Grade of Replacement**

4.3.3.1 Replacement material shall be of the same brand, species, quality and grade as that of the material to be replaced, or it shall conform to the Florida Grades & Standards for nursery plants Florida #1 Quality, whichever is higher. The size of the replacement plants shall not be necessarily the same size as the original specified plant at its initial planting. The replacement shall be of equal size to the plant to be replaced at the time it has been determined that it must be replaced. However, if for some reason, the plant to be replaced is smaller than the size to be replaced, the replacement shall be at least equal to the original size when the maintenance period began.

4.3.3.2 Plants shall be sound, healthy, vigorous, free from plant disease, insect pests or their eggs, and shall have normal root systems and comply with all State and local regulations governing these matters, and shall be free from any noxious weeds.

4.3.3.3 All trees shall be measured six (6) inches above ground surface.

4.3.3.4 Shape and Form: Plant materials shall be symmetrical, and/or typical for variety and species.

4.3.3.5 All plant materials must be provided from a licensed nursery and shall be subject to acceptance as to quality by the Project Manager.

4.3.3.6 Replacements shall be guaranteed for the length of the Contract, or six (6) months, whichever is greater.

4.3.3.7 The Contractor shall be responsible for hand watering the replacement (if required), for 42 calendar days after planting.

**4.3.4 Water**

Should Contractor supply water, the water shall be fresh (non-salt), and containing no harmful levels of pollutants or chemicals.

#### **4.3.5 Soil**

4.3.5.1 Any soil supplied by Contractors shall be good, clean, friable top soil (or soil mix), free from any toxic, noxious or objectionable materials, including rocks, plant parts or seeds.

4.3.5.2 "Planting Soil Mix" shall be equal parts of Sphagnum peat moss, coarse sand, and composted organic matter, sterilized.

4.3.5.3 "Muck-sand-soil" shall be 70 percent muck and 30 percent coarse sand.

#### **4.3.6 Fertilizer**

All fertilizer shall be the best commercial grade and except free flowing liquids, shall be delivered to site and be dry when processed for application. Fertilizers shall be in appropriate containers and tagged. Special permission from the Project Manager is required to use bulk fertilizers.

The Contractor shall submit copies of the manufacturer's specifications for all fertilizer including data substantiating that the proposed materials comply with specified requirements.

#### **4.3.7 Pesticides - (insecticides, fungicides, herbicides, etc.):**

Insecticides & Fungicides shall be only those which are approved or recommended for use near open water bodies and those specified. Only the Federal Environmental Protection Agency (EPA) approved products shall be used.

All pesticides are to be registered and approved for use by the Florida Department of Agriculture.

Submit on an as needed basis, a schedule of spraying and dusting materials to be used to control pests and disease infestation, the reason for their use and the method to be used to apply the materials and the method of application before it is delivered and used on the project. The need for pest and disease control, will be determined by the Contractor's Horticulturist and approved by the City. Also, if requested by the City, the Contractor will furnish documentation that the implementation of these control measures for pests and disease infestation is in strict compliance with all Federal, State, and Local Regulations.

#### **4.3.8 Miscellaneous Materials**

Mulch shall be grade B shredded cypress mulch, free of foreign matter. Other mulch types may be required upon request by the City. Alternative mulch types will be readily available on the wholesale market, be of equal or lesser wholesale cost or increased costs to be paid by City.

### **4.4 EQUIPMENT**

Equipment supplied by Contractor shall be designed for or suited to the grounds maintenance task in which it is to be used. Equipment will not be used in areas or to perform tasks where damage will result to the landscapes or sites.

Contractor shall maintain supplied equipment in a good appearance and all equipment shall be maintained in a safe, operational and clean condition.

Upon specific request by the City, the Contractor will supply a current list of supplied equipment used by the Contractor, including item, model, manufacturer, year manufactured, and serial numbers. The Project Manager or his designee shall have the right to reject the use of any specific piece of supplied equipment on the site, by notification to Contractor.

#### **4.5 COMPLETION OF WORK**

All work is to be completed in a continuous manner. That is all mowing, edging, weed control, trimming etc. shall be completed before leaving the job site

#### **4.6 GROUNDS MAINTENANCE FUNCTIONS AND TASKS:**

##### **4.6.1 Turf Care**

Maintain turf areas in a healthy, growing green and trim condition by performing the following operation:

##### **4.6.1.1 Site Preparation**

The Contractor shall prior to mowing retrieve materials and dispose waste to include, and not be limited to, papers, glass, bottles, cans, fallen tree limbs and/or fronds, and all other deleterious materials found on the sites listed herein. Should the Contractor have knowledge of, the existence of hazardous wastes upon lands covered by the provisions of this agreement, Contractor shall not remove same from the premises but shall have a duty to immediately notify the City in writing.

##### **4.6.1.2 Mowing General**

4.6.1.2.1 Mowing shall be performed in a workmanlike manner that insures a smooth surface appearance without scalping or leaving any "missed" uncut grass.

4.6.1.2.2 Rotary mowers will be used on St. Augustine grass.

4.6.1.2.3 Reel mowers will be used on Bermuda grass.

4.6.1.2.4 All mowers are to be adjustable and adjusted to the proper cutting height and level for the kind of grass and current condition of the turf. Mower blade height adjustment is to be measured from a level floor surface to the parallel and level plane of the mower blade.

4.6.1.2.5 All mower blades are to be sharp enough to cut, rather than to tear grass blades.

4.6.1.2.6 All litter and debris is to be removed from turf before mowing to avoid shredding that will damage turf appearance, or items that may be propelled by mower blades.

4.6.1.2.7 Mowing will be done carefully so as not to "bark" trees or shrubs, or to introduce weeds into ground cover beds, or to damage sprinkler heads, curbs, or other facilities.

4.6.1.2.8 Grass clippings or debris caused by mowing or trimming will be removed from the turf or from adjacent walks, drives, gutters and curbs or surfaces on the same day as mowed or trimmed.

4.6.1.2.9 Mowing will not be done when weather or other conditions will result in damaged turf.

#### 4.6.1.3 Mowing Specifics

##### 4.6.1.3.1 St. Augustine Grass

Mow only with a rotary mower a minimum of once per week during the growing season of **May through the end of September and at other full service visits, as needed, throughout the year.**

##### 4.6.1.3.2 Non-athletic field

Turf shall be mowed at 3 1/2 to 4" above soil level with a mower designed for use in the specific circumstances. Remove clippings from areas if excessive clippings result from the mowing operation.

#### 4.6.1.4 Trimming and Edging

Contractor shall trim and properly edge all shrub and flower beds as well as trees, curbs, walks, lighting and all other obstacles in the landscape and remove clippings. Paved areas (hard edges) shall be edged **every mowing** with respect to the turf type adjacent to the edging. Edging of beds and the tree rings (soft edging) shall be executed not less than **every other** mowing with respect to the turf type adjacent to the edging. Turf edging at shrub beds, flower beds, ground cover beds, hedges, or around trees (where "edging" rather than "trimming" is directed), shall be edged with a manual or mechanical edger to a neat vertical uniform line. Rotary nylon "fish line" cutters are not to be used for vertical edging. Edge grass at plant bed lines to keep grass from growing toward shrubs, keep the width of sod as it was originally placed. Care shall be taken to avoid damage of ground cover weed barrier. Grass will be trimmed at the same height as adjacent turf is mowed, and to remove all grass leaves from around all obstacles and vertical surfaces in the turf, such as posts, walls, fences, etc. Particular attention will be given to trimming around sprinkler heads and other irrigation system components to assure their proper water delivery function. The mechanical weed cutters are not to be used within eighteen (18") inches of tree or palm trunks. Note: Damage to property or existing vegetation by improper trimming or edging shall be repaired or replaced within 48 hours at Contractor's expense. All walks and other paved areas littered in the lawn maintenance process shall be vacuumed, swept, or blown off while the mowing, edging, or trimming is in process so that the appearance suffers for the least amount of time. Landscape lighting shall be wiped, blown off or vacuumed as needed to prevent accumulation of clippings and dead insects. Landscape areas shall be raked and cleaned of clippings, leaves, sticks, twigs, and all litter **during each service visit.**

Materials cleaned from grounds may not be disposed on-site, and must be removed from locations at Contractor's expense.

A copy for approval of a completed mowing schedule will be provided to the City's representative in a timely manner as requested.

#### **4.6.2 Pruning Shrubs and Ground Cover Plants Bed Area Maintenance**

All shrubs and ground cover plants growing in the work areas shall be pruned, **as required**, to maintain plants in a healthy, growing, flowering condition and to maintain plant growth within reasonable bounds to prevent encroachment of passageways, walks, streets, view of signs or any manner deemed objectionable by the Project Manager.

##### **4.6.2.1 Bed Area Maintenance**

The Contractor shall keep the bedded areas free of dead plants, leaves, and branches at all times. All beds shall be vertically edged, and kept weed free at all times. Edge grass at plant bed lines to keep grass from growing toward shrubs, keep the width of sod as it was originally placed.

##### **4.6.2.2 Shrubs**

All shrub material shall be pruned a **minimum of once per month** to insure the best shape, health, and character of the individual plant. Mechanical trimming may only be utilized when the health or appearance of the plant will not be damaged by the mechanical trimmers.

##### **4.6.2.3 Groundcover**

All groundcover material shall be pruned a **minimum of once per month** to insure the best shape, health, and character of the individual plant. Groundcover plants shall be selectively cut back to encourage lateral growth and kept inbounds and out of other plantings, walkways, lighting, etc. Mechanical trimmings may only be utilized when the health or appearance of the plant will not be damaged by the mechanical trimmers.

#### **4.6.3 Trees and Palm Pruning**

Trees and palms are to be maintained in a healthy, growing, safe, attractive condition and in their proper shape and size according to variety, species and function in the landscape or as specifically directed by the Project Manager.

##### **4.6.3.1 Pruning**

###### **Natural Shaping and Thinning**

Prune, thin, and trim all trees **at least once a year** to keep the trees healthy, to maintain the natural character of the variety, to control shape and to prevent crowding. Pruning in general shall consist of the removal of dead, broken, fungus infected, superfluous, and intertwining branches, vines, and the removal of dead or decaying stumps and other undesirable growth. Palms shall be pruned as needed to remove dead fronds and weak stalks. Certain Washingtonian Palms will be an exception to the pruning practices of normal palm maintenance when existing dead fronds are maintained.

Pruning will also be required from time to time to remove damaged branches from storms, frost, pruning to prevent encroachment of branches over streets, into private property, obscuring view of signs or traffic, particularly at a road intersection, or interference with lighting, etc.

Tree branches shall be pruned up to seven (7') feet over walkways and in areas so designated by the Project Manager. All tree pruning shall be accomplished with standard practices including;

Cuts should be made with sharp and proper tools. When cutting parts of branches, leave a living bud at the end of the stub. Make cuts sufficiently close to parent stem so that the healing can readily start under normal conditions. On trees known to be diseased, disinfect tools after each cut and between trees. Prune only at the time of season proper for the variety. Prune or trim, at least once or twice each growing season to keep the natural shape of the individual plant.

Pruning shall include the following items:

- Dead, dying or unsightly part of the tree
- Remove sucker growth from base of the trees in which an exposed trunk character is desired
- Branches that grow toward the center of tree
- Crossed branches that may rub together
- "V" crotches, if it does not ruin the appearance of the tree
- Multiple leader if the tree normally has only a single stem
- Nuisance growth that interferes with view, traffic, sign age, walks, or lighting. Nuisance growth includes the removal of all dangerous thorns, spikes or appendages which show potential conflict with people.
- Shape top of small trees as needed

All branches, dead wood, and cuttings shall be removed from the job site at time of pruning and disposed of in an acceptable manner. All lawn and shrub areas damaged by pruning equipment shall be restored.

#### 4.6.3.2 Staking and Guying - and Tree Set-Up

Maintain existing and adjust tree stakes, guy wires and hoses or blocks, until trees are capable of standing vertical and/or resisting normal winds.

4.6.3.2.1 The Contractor shall be responsible for the complete removal and replacement of those trees lost due to the Contractor's faulty maintenance or negligence, as determined by the Project Manager.

4.6.3.2.2 Replacement shall be made by the Contractor in the kind and size of tree determined by the Project Manager.

Where there is a difference in value between the tree lost and the replacement tree, this difference will be deducted from the Contract payment. In all cases, the value of the tree lost shall be determined by the Project Manager using the latest "Plant Finder" value determination.

4.6.3.2.3 All trees that have died or have been blown or knocked over are to be reported immediately upon discovery to the Project Manager.

4.6.3.2.4 With prior approval from the Project Manager, it is the Contractor's responsibility to remove and properly dispose of all dead or injured trees and/or weed trees such as but not limited to Florida Holly or Melaleucana or Australian Pine. Contractor shall set and support trees that have been knocked or blown over.

4.6.3.2.5 The Contractor shall be responsible for removing all signs, posters, boards, supports and any other material(s) attached or fastened to trees, or from elsewhere on the project site, as directed by the Project Manager.

#### **4.6.4 Weed Control**

4.6.4.1 All landscape areas within the specified area, including lawns, shrub and ground cover beds, planters, and areas covered with gravel, shall be kept free of all weeds at all times. This means complete removal of all weed growth shall be **accomplished at each service visit**. For the purpose of this specification, a weed will be considered as any undesirable or misplaced plant. Weeds shall be controlled either by hand, mechanical, or chemical methods. The Project Manager may restrict the use of chemical or mechanical weed control in certain areas. Mechanical weed control shall not disturb the mulch layer so as to expose the underlying soil.

4.6.4.1.1 Weeds are to be mowed, trimmed, or edged from turf areas as a part of turf care operations.

4.6.4.1.2 Weeds are to be manually removed from shrub, hedge, ground cover or flower beds, unless chemical or mechanical means are specifically authorized by the Project Manager. Persistent weed growth such as the growth of sedges shall be killed with "round up" whenever possible.

4.6.4.1.3 Weeds are to be removed from walkways, curbs, expansion joints, and along fence lines and guardrails at **each service** or as otherwise directed by the Project Manager.

4.6.4.2. If infestations cannot be controlled by hand-pulling, or herbicide use will damage or kill the shrubs or ground-covers, the bed may be excavated, after removing all plants. Then, weeds may be destroyed **before** replanting by any of the following methods:

4.6.4.2.1 Sterilize the soil, or

4.6.4.2.2 Allow weeds to reestablish a vegetative top and treat with a systemic herbicide, at least two (2) applications, about two (2) weeks apart, or until there is a 90% kill.

4.6.4.2.3 After the kill, apply, immediately after replanting, a pre-emergent herbicide, such as Treflan or prior to replanting a ground cover fabric.

4.6.4.3 If it is determined by the City that the Contractor responsible for maintenance allows weed infestations to spread beyond the ability to control them, then the removal, treatment, and replacement of the planting bed shall be done as described above by the Contractor at no cost to the City. Soil which exhibits significant weed growth within one (1) month after planting, (20% ground coverage of the bed by weeds) shall be considered as previously weed-infested.

#### **4.6.5 Litter Control**

4.6.5.1 Contractor Generated Trash: The Contractor shall promptly remove all debris generated by his pruning, trimming, weeding, edging, and other work required in the specifications. Debris must be disposed of at an authorized site for commercial use. Neighborhood trash transfer stations or road side piles are not considered authorized sites. The Contractor shall clean driveways and paved areas with suitable equipment immediately after working in them. All cuttings are to be removed on same day as cut.

4.6.5.2 Litter Removal: In addition to the litter removal on regularly scheduled full service visits, the Contractor shall be responsible for litter removal on **Mondays, Thursdays, and Saturdays for the following locations: Julia Tuttle Causeway, MacArthur Causeway, Fifth Street, Collins Avenue Medians and Marseille Drive**. These additional litter services are to be done in such a manner and with sufficient personnel so that the entire site is cleaned on or before **2:00 P.M.** each of those days.

#### **4.6.6 Fertilization and Soil Testing**

The fertilizer used shall be a commercial grade product and recommended for use on each plant type. Specific requirements should be determined by soil test results, soil type, and time of year. Applications shall proceed continuously once begun until all areas have been completed. In the event fertilizer is thrown on hard surfaces, it shall be removed immediately to prevent staining.

Contractor shall have the soil tested three (3) times yearly to determine required additives, and more often if necessary to diagnose problem areas. The Contractor shall provide the City with annual fertilization schedules at the beginning of each contract year and shall inform the Project Manager at least three (3) days in advance before beginning any fertilization.

##### **4.6.6.1 Turf**

###### **4.6.6.1.1 St Augustine**

St. Augustine turf shall be fertilized four (4) times per year at a rate of 1 lb. Of N/1000 Square feet.

The N< P< K ratios shall vary with the time of year of the application and results of the soil analysis. The approximate N, P, K ratios should be:

- One (1) application of a 5:2:1 ratio with a post-emergent weed control;
- One (1) application of a 10:1:2 ratio with Insecticide, and one application being a blanket application of insecticide;
- One (1) application of a 3:1:3 ratio;
- One (1) application of a 5:2:1 ratio

#### 4.6.6.2 Groundcover, & Shrubs

The fertilizer for all planted shrubs and groundcovers shall meet appropriate horticultural standards with an N, P, K ratio of 3:1:2, unless soil conditions or plant species dictate differently, with at least 60% of the nitrogen from a non-water soluble organic source.

All shrubs and groundcovers shall be fertilized by broadcasting by hand over the beds **three (3) times per year**.

Fertilizer should be applied **Spring, Summer and Fall** at the following rates: 1-1/2 to 3 lbs. N/100 Square Feet.

The Contractor shall establish a program that will fertilize all shrubs and groundcover, describing the type of fertilizer required for each type of plant and the time of year this work will be undertaken. A copy for approval of the fertilization schedules shall be provided to the City no less than one (1) month prior to application. Any plants damaged by over-fertilization shall be replaced at the Contractor's expense. Changes in fertilization rates, methods and composition must be approved by the City in writing.

#### 4.6.6.3 Fertilization Trees, & Palms

The fertilizer for all the planted trees shall meet proper horticultural standards with an N, P, K ratio of 4:1:4, unless soil conditions or plant species dictate differently, with at least 60% of the nitrogen from a non-water soluble organic source. Concentrated slow-release fertilizer tablets may be used on trees if approved by the City's representative.

**Trees shall be fertilized twice yearly: Spring and Fall** in the following amounts, per application, per tree:

Caliper	Pounds of Fertilizer
2"	3
3"	6
4"	10
5"	15
6"	19
over 6"	16, plus four pounds added for every inch of diameter over 6".

**All palms shall be fertilized during April and September.** The fertilizer shall be broadcast under foliage canopy at the rate of 1 lb. per inch of palm tree diameter.

The Contractor shall establish a program that will fertilize all trees and palms, describing the type of fertilizer required for each type of plant and the time of year this work will be undertaken. A copy for approval of the fertilization schedules shall be provided to the City no less than one (1) month prior to application. Any trees damaged by over-fertilization or by the use of wrong type of fertilizer shall be replaced at the Contractor's expense. Changes in fertilization rates, methods, and composition must be approved by the City in writing.

#### **4.6.7 General Use of Chemicals**

The Contractor shall submit a list of all chemical herbicides and pesticides proposed for use under this Contract for approval by the Project Manager, including MSDS sheets for each item. Materials included on this list shall be limited to chemicals approved by the State of Florida, the Department of Agriculture, and the Florida Department of Transportation, and shall include the exact brand name and generic formulation. The use of any chemical on the list shall be based on the recommendations of and be performed under the direction of a Certified Pest Control Operator. No chemical herbicide or pesticide shall be applied until use is approved, in writing, by the Project Manager as appropriate for the purpose and area proposed.

#### **4.6.8 Disease and Pest Control**

To control or eradicate infestations by chewing or sucking insects, leaf miners, fire ants, and other pests and diseases, spray affected plants with chemical sprays and combinations of sprays suitable for that particular pest when the infestation or infection becomes evident and as often thereafter as necessary. Contractor shall be fully licensed to spray pesticide. Contractor shall use sound cultural practices that aid in preventing the presence or proliferation of insect and diseases. Insects in Bermuda grass shall be controlled by both curative and preventative measures. Timing will be critical on mole cricket applications and frequencies of application will be as needed to successfully control their infestations. **Nematode samples** will be taken at least two (2) times each year and action shall be taken per the recommendation of the IFAS lab results to control the populations. This lab report shall be submitted to the City for their review as soon as it is received.

#### **4.6.9 Application of Herbicides**

Contractor may apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. All applications shall be performed by persons holding a valid herbicide application license as issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations. Herbicides may be used only with prior approval by the City as to type location, and method of application.

4.6.9.1 The Contractor shall exercise extreme care so as not to over spray and effect areas not intended for treatment.

Areas adversely affected by such over spray shall be restored by the Contractor at his expense.

4.6.9.2 The Contractor shall advise the Project Manager within four (4) days after disease or insect infestation is found. He shall identify the disease or insect and recommend control measures to be taken, and, upon approval of the Project Manager, the Contractor shall supply and implement the approved control measures, exercising extreme caution in application of all spray material, dusts or other materials utilized. Approved control measures shall be continued until the disease, or insect is controlled to the satisfaction of the Project Manager.

4.6.9.3 When a chemical is being applied, the person using it shall have in their possession all labeling associated with the chemical. Also, the chemical shall be applied as indicated on the said labeling. A specimen label and the Material Safety Data Sheet for each product shall be supplied to the City.

4.6.9.4 All insecticides shall be applied by an operator licensed pursuant to Chapter 487 of the Florida Statutes. The operator shall have the license/certification in his or her possession when insecticides are being applied. The implementation of control measures for pests and disease infestations shall be in strict compliance with all federal and local regulations. Upon request, the Contractor shall furnish documentation of such compliance.

4.6.9.5 The spraying of insecticides and other such chemicals are to be confined to the individual plant. Spraying techniques which may introduce the material being sprayed beyond the immediate area of the individual plant are strictly prohibited.

4.6.9.6 Spray or dust material on foliage only during calm days. Do not apply when leaves are wet, when rain is expected within 3-4 hours after spraying, or when temperatures exceed 88 degrees Fahrenheit. Spray at times when traffic is lightest (i.e., early mornings or weekends). Use a spreader-sticker to aid in adherence and absorption of the material. Wash material off of pavements and buildings immediately after applying.

4.6.9.7 The Contractor shall utilize all safeguards necessary during disease or insect control operations to ensure safety to the public and the employees of the Contractor.

4.6.9.8 Copies of Current Material Safety Data Sheets (MSDS) for all chemicals used for pest control under this Contract shall be provided to the Project Manager before the use of said chemicals.

#### **4.6.10 Verticutting, Aeration and Topdressing**

Verticutting, aeration and topdressing to provide proper air and water exchange for maximum growth potential and health of the Bermuda grass will be performed in the Spring and Fall. Topdressing shall be a mixture similar to the profile of the soil underlying the turf as determined by soil analysis.

Contractor should employ preventative methods to avoid thatch buildup. Should, for whatever reason, a sizable thatch layer develop, the Contractor shall be responsible for its removal. Topdressing and burying thatch layer will not be accepted.

#### **4.6.11 Turf Renovations**

Turf renovations may be required if conditions warrant such a procedure and will be an extra charge. Conditions which warrant renovation include, areas thinned out or damaged turf resulting from natural burnout, traffic, and any area which has area becomes unsightly.

Proper watering, fertilization and pest management will be critical during and after renovation. Any irrigation damaged because of turf renovation will be repaired at Contractor's expense.

#### **4.6.12 Irrigation System Maintenance and Watering**

Contractor will be responsible for the operation and maintenance of the automatic/manual irrigation systems and for setting and adjusting the timer to insure proper watering of all plant material in the landscape.

Contractor will be responsible under this agreement for the labor and supervision to make irrigation repairs to the lateral line, risers and sprinkler heads up to one inch (1") in diameter as required to keep the system operating. Major repairs to main lines, valves, pumps and in-take piping shall be reimbursed by the City. **Reimbursable repair work shall require authorization by the City prior to commencement.**

Prior to commencement of the maintenance program, the Contractor shall have twenty-five (25) days from start of contract to inspect the irrigation system and report present damage or incorrect operation and coverage to the City. The Contractor will be responsible for the integrity of the system after this initial inspection report and subsequent repairs.

**The timers shall be checked once a week and as may be required.** The Contractor will also, at least once a month, fully operate all the irrigation zones and replace, repair or clean all irrigation heads, lines, valves, valve boxes, filters and controllers as needed. Any equipment damaged by the Contractor's operation shall be replaced with the same equipment and by the same manufacturer.

The irrigation shall be capable of providing 1-1/2" of water to all lawns and shrub beds each week or as often as required to provide for a uniform lush green landscape appearance. System shall be adjusted during the various seasons.

The Contractor shall be required to make all repairs within a minimum 24 hour time period or sooner as directed by the City's representative. Any form of damage to the irrigation system must be reported to the City's representative immediately upon discovery.

Irrigate as necessary during of little or no rainfall using the automatic irrigation system and any supplemental watering necessary to apply proper amount of water to keep the plant material in optimum health.

Supplemental watering may require a large portable water tank, impact sprinklers, and additional hose to be supplied by Contractor.

A written irrigation schedule will be provided by the Contractor and any operation of irrigation outside the previously approved scheduled time must have the advance approval of the City.

Contractor shall be responsible for controlling the amount of water used for irrigation and any damage or costs that result from over-watering or insufficient watering shall be the responsibility of the Contractor.

#### **4.6.13 Watering**

During periods when the irrigation system is not operational, either due to breakdown of the system, or an extended electric power failure, it shall be the responsibility of the Contractor.

4.6.13.1 Supply of water suitable for irrigation shall be the Client's responsibility. Distribution of the water to the plants shall be the responsibility of the Contractor. Contractor shall use hand watering, water trucks, portable pumps, etc. as required to distribute the water.

4.6.13.2 Apply water in quantities and at intervals necessary to maintain the plants in a healthy growing condition.

#### **4.6.14 Irrigation System**

Shall be constantly maintained and adjusted to insure that no water from the system hits the road or other hard surface.

#### **4.6.15 Mulching Beds**

4.6.15.1 Replenish mulch in shrub beds as required to cover areas of bare soil, especially at the edge of the bed and in places where the shrub canopy has not grown together to shade the soil. Add mulch around tree trunks in sod areas. Mulch shall be added to maintain **a constant three (3) inches thickness**. Do not pile against tree trunks and shrub stems.

4.6.15.2 Use Grade "B" Cypress mulch, Melaleuca mulch or other mulches as designated by the City.

**4.6.16 Sand Removal / Policing:**

Cleaning of debris within the confines of the parks by blowing, sweeping, or vacuuming or other means must be performed as required to keep paved, bricked or concrete surfaces clean and neat at all times.

**4.6.17 Skinned Areas (NOT USED)**

**4.6.18 Frequency of Services**

Frequencies for the sites and services described herein are based upon normal circumstances. Individual, several and/or all services to a site or sites may be added at an agreed upon price, or deleted due to natural disaster, excessive rain, disease, drought, fire, vandalism, accident, insufficient funds and/or any other reason at the sole discretion of the Owner.

**4.7 PERFORMANCE CONTROL AND INSPECTIONS**

**4.7.1 Maintenance Quality**

The quality objective of all services and materials provided by Contractors in accordance with conditions and specifications herein, is to maintain and service various listed sites, and to keep them in a healthy, growing, clean and attractive condition throughout the year.

**4.7.2 Maintenance Standards, Frequencies, Work Method**

All work shall be performed in accordance with the highest professional maintenance standards and horticultural techniques. Frequencies set for certain repetitive maintenance functions and tasks in specifications are minimum frequencies, which must be increased, if necessary to achieve the Quality Objective.

**30 Full Service Visits Annual Schedule:** – Schedule 30 service visits annually according to the following: Schedule service for the second week of January and February, the third week of March; the second and fourth weeks of April and May (these biweekly visits should occur no closer than ten (10) and no further than seventeen (17) calendar days apart); weekly during the months of June, July August and September (these weekly visits should occur no closer than six (6) and no further than ten (10) calendar days apart); biweekly for the months of October and November and one visit the third week of December.

**34 Full Service Visits Annual Schedule:** - Schedule 34 service visits annually according to the following: Schedule service for the second week of January and February, the second and fourth weeks of March; (these biweekly visits should occur no closer than ten (10) and no further than seventeen (17) calendar days apart); the first, third and fifth weeks of April, the first, second, third and fourth weeks of May and weekly during the months of June, July August and September (these weekly visits should occur no closer than six (6) and no further than ten (10) calendar days apart); biweekly for the months of October and November and one visit the third week of December.

**See Calendars Pages 52 and 53.**

All work is to be completed in a continuous manner. That is all mowing, edging, weed control, trimming etc. shall be completed before leaving the job site

Standard and frequencies may be modified from time to time by the City of Miami Beach Assistant Director of Parks as necessary to assure proper maintenance to achieve the Quality Objective.

All work shall be done in a thorough and workmanlike manner under competent Contractor supervision to the satisfaction of the City of Miami Beach Assistant Director of Parks.

The Contractor shall have the exclusive duty, right, and privilege to perform Grounds Maintenance and Services, as specified herein.

#### **4.7.3 Inspections**

4.7.3.1 The Contractor's Representative shall perform maintenance inspections daily during daylight hours of all sites assigned for the day. Inspections by City of Miami Beach Parks Personnel shall provide continuing inspection of the sites to insure adequacy of maintenance and that methods of performing the work are in compliance with these specifications. Discrepancies and deficiencies in the work shall be brought to the attention of the Contractor's Representatives in writing, directly by the City of Miami Beach Project Manager, and shall be corrected by the Contractor immediately.

4.7.3.2 The City of Miami Beach Project Manager and the Contractors Representatives shall meet on the sites once a month, or more frequently at the discretion of the Project Manager, for a walk-through inspection. The meeting shall be at the convenience of the City of Miami Beach. All on-going maintenance functions shall be completed prior to this meeting.

#### **4.7.4 Deficiency/Cure Notices and Corrective/Termination Process:**

If the Project Manager determines that there is/are deficiency(s) by the contractor in the performance of the contract, the Project Manager will notify the Contractor and the Procurement Director of the deficiency(s) in writing. The Procurement Director will send a Cure Notice to the Contractor requesting that they provide in writing within seven (7) calendar days of notification, any/all actions proposed to be taken in order to correct/cure the identified deficiency(s).

If all parties (Project Manager, Contractor and Procurement Director) agree that actual damages/deficiencies would require more than seven (7) calendar days to correct/cure, a reasonable time frame, in writing, will be determined based on a "meeting of the minds" between the Project Manager and the Procurement Director for the identified deficiency(s).

Should the Procurement Director issue two (2) Cure Notices for the same deficiency(s), or a total of three (3) Cure Notices within a twelve (12) month period, the City may exercise its right to proceed with the Termination of this contract.

**SEE PAGE 16, SECTION 1.57 – TERMINATION FOR DEFAULT**

#### **4.7.5 City of Miami Beach Right to Correct Deficiencies**

Additionally, and notwithstanding the above provision, the City has the right to move on site with City forces or private Contractors to correct deficiencies seven (7) calendar days after notification in writing, by the City of Miami Beach Parks and Recreation Department Director, or his designee.

If, in the sole discretion or judgment of the Project Manager, the Contractor and/or his employee(s) are not properly performing the services required under the Contract, then the Contractor and/or all employees may be temporarily replaced by City personnel and payment to be made by the City may be suspended while the matter is being investigated. Total costs incurred by completion of the work by the City will be deducted and forfeited from the payments to the Contractor from the City.

This section shall not be construed as a penalty, but as an adjustment of payment to Contractor for only the work actually performed, and accepted by the City, and the recovering of City costs from the failure of the Contractor to complete or comply with the provision of the Contract.

#### **4.7.6 Quality Control - Performance Reports**

**Completion of Work:** Within 48 hours of completing work the Contractor shall notify the Parks and Recreation Supervisor assigned to monitor the contract either in person or by phone of said completion. It is acceptable to leave a phone message, however, to make certain the message is received, it is advisable to call between 7:00 a.m. – 8:00 a.m. or 3:00 p.m. – 4:00 p.m.

**Inspection and Approval** – Upon receiving notification from the Contractor, the City shall inspect the serviced location the following business day. If, upon inspection, the work specified has not been completed, the City shall contact the Contractor to indicate the necessary corrective measures. The Contractor will be given 48 hours from this notification to make appropriate corrections. If the work has been completed successfully then the City will pay for services billed.

The Contractor shall submit to the City Project Manager a report of his performance for the preceding month, under terms of the Contract. These reports shall be postmarked no later than the fifth (5<sup>th</sup>) day of each month following the month in which services were performed. Failure to do so shall result in delay of payment until this requirement is fulfilled. Forms for performance reporting shall be provided by the City

### **4.8 SCHEDULING**

4.8.1 Contractors shall accomplish normal landscape maintenance required under the Contract during daylight hours. The City Project Manager may permit night scheduling on an individual function or task basis.

- 4.8.2 Contractor shall schedule and conduct the work at times and in a manner which shall not interfere with normal pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets, and shall not cause annoyance to residents near the site or users of the site. During periods of peak rush hour traffic, the Contractor will not block or impede arterial or collector streets.
- 4.8.3 All work shall be scheduled and completed in a continuous manner, that is, other than a holiday or non-work day in order to maintain the site in a uniform manner.
- 4.8.4 Contractor shall not work or perform any operations during inclement weather which may destroy or damage landscaped areas.
- 4.8.5 Contractor shall recognize that during the course of the Contract, other activities and operations may be conducted by City work forces and other Contractors. These activities may include but not be limited to landscape refurbishment, irrigation system modification or repair, construction and storm related operations. The Contractor may be required to modify or curtail certain operations without decreased compensation and shall promptly comply with any request by the Project Manager. In the event a Site or part of a Site becomes unavailable for servicing by the Contractor, the Project Manager may temporarily delete the Site or part of the Site and compensation to the Contractor will be decreased.
- 4.8.6 Contractor shall, during the hours and days of operation, respond to all emergencies by taking the appropriate/required action within two (2) hours. **See Section 3.5 – Disaster Response**
- 4.8.7 Contractor shall have completed all Landscape Maintenance functions prior to the scheduled maintenance inspection.

#### **4.9 ADDITIONAL WORK**

The Project Manager may, at his discretion authorize the Contractor to perform additional work, including, but not limited to, mowing, trimming, weeding, edging, litter pickup, repairs and replacements (“**grounds maintenance service type work under normal circumstances**”) when the need for such work arises. The Project Manager will request quote(s) from the contractor which may be negotiated as required to obtain a fair and reasonable price. Should negotiations be unsuccessful, the Project Manager may request quotes from other contractors for the additional work.

Should additional work be required due to **extraordinary incidents/circumstances** such as vandalism, acts of God, and/or third party negligence, the City will pay the contractor based on the hourly labor rate specified on the Bid Proposal. **See Section 3.5 – Disaster Response.**

Prior to performing any additional work, the contractor shall prepare and submit a written description of the work with a cost estimate/price quote to the Project Manager. No work shall commence without the written authorization from the Project Manager.

Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Project Manager may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within 24 hours after receiving a verbal authorization, the Contractor shall submit a written estimate/quote to the Project Manager for the required approval.

#### **4.10 BID SUBMITTAL**

In addition to the documentation and information requested herein, the Bidders shall submit the following information with their bid, or within five (5) calendar days upon request:

##### **4.10.1 Company Profile**

A profile describing the organization represented by the bidder must be furnished with the bid submittal. This will include:

- \* Company history and present organization;
- \* Name of Principal or Owner(s);
- \* Name of Affiliates, Subsidiaries, etc.;
- \* Years of company experience under present ownership;
- \* The local office address and phone number from which account would be administered;
- \* History of local office, including opening date;
- \* Normal hours of operation of local office;
- \* Name of person in charge of local office;
- \* Number of maintenance personnel in the south Florida area normally available to emergency calls;
- \* List of all services company is capable of providing.

##### **4.10.2 Personnel**

- \* Provide an organizational chart of entire structure that is proposed to service account;
- \* Provide resumes of key management personnel;
- \* List job descriptions for all positions in the organization described in #1 above;
- \* Include description of proposed uniforms;
- \* Provide your overall employee policy and training program;
- \* Provide outline of safety program.

##### **4.10.3 Turf Maintenance**

- \* List proposed fertilizer type and rate for each turf type and other specific nutrient additives;
- \* List proposed application schedule (annual basis);
- \* Describe proposed mowing schedule and procedures;
- \* Describe proposed preventative pest management program.

##### **4.10.4 Tree and Palm Maintenance Program**

- \* Provide type(s) of fertilizer and rates proposed for general use, and other specific nutrient additives;
- \* List proposed application schedule (annual basis);
- \* Describe proposed pruning schedule and procedures;
- \* Describe proposed preventative pest management program.

##### **4.10.5 Shrub and Ground Cover Maintenance Program**

- \* Provide type(s) of fertilizer and rates proposed for general use, and other specific nutrient additives;

- \* List proposed application schedule (annual basis)
- \* Describe proposed pruning schedule and procedures;
- \* Describe proposed preventative pest management program.

#### 4.10.6 Irrigation Maintenance Program

- \* Describe preventative maintenance program.

#### 4.10.7 Equipment Specifications

- \* List all tools, equipment (including manufacturer) and quantities of each type that be proposed to perform maintenance.

#### 4.10.8 Bidder's Supplement

- \* Copies of all applicable licenses, permits, etc. required perform the services;
- \* List of clients with specialty turf types the bidder currently has, along with contact information;
- \* Miscellaneous Information - this section of the proposal should include any additional information about the services or bidder that is not addressed elsewhere in the proposal.

#### 4.10.9 Schedule of Values (**attached pages 59-66**)

# THREE YEAR CONTRACT TO PROVIDE GROUNDS MAINTENANCE SERVICE BID # 31-03/04

Thirty (30) Full Service Visits. Work to be scheduled during periods highlighted

2004

JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7		1	2	3	4	5	6
4	5	6	7	8	9	10	8	9	10	11	12	13	14	7	8	9	10	11	12	13
11	12	13	14	15	16	17	15	16	17	18	19	20	21	14	15	16	17	18	19	20
18	19	20	21	22	23	24	22	23	24	25	26	27	28	21	22	23	24	25	26	27
25	26	27	28	29	30	31	29							28	29	30	31			

APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3							1			1	2	3	4	5
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19
18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26
25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30			
							30	31												

JULY							AUGUST							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7				1	2	3	4
4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11
11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18
18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25
25	26	27	28	29	30	30	29	30	31					26	27	28	29	30		

OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2		1	2	3	4	5	6				1	2	3	4
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	
31																				

# THREE YEAR CONTRACT TO PROVIDE GROUNDS MAINTENANCE SERVICE BID # 31-03/04

Thirty-four (34) Full Service Visits. Work to be performed during periods highlighted.

2004

JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7		1	2	3	4	5	6
4	5	6	7	8	9	10	8	9	10	11	12	13	14	7	8	9	10	11	12	13
11	12	13	14	15	16	17	15	16	17	18	19	20	21	14	15	16	17	18	19	20
18	19	20	21	22	23	24	22	23	24	25	26	27	28	21	22	23	24	25	26	27
25	26	27	28	29	30	31	29							28	29	30	31			

APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3							1			1	2	3	4	5
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19
18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26
25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30			
							30	31												

JULY							AUGUST							SEPTEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7				1	2	3	4
4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11
11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18
18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25
25	26	27	28	29	30	30	29	30	31					26	27	28	29	30		

OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2		1	2	3	4	5	6				1	2	3	4
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	
31																				

**THREE YEAR CONTRACT TO PROVIDE  
GROUNDS MAINTENANCE SERVICE  
BID # 31-03/04**

**Bid Proposal Page 1 of 4**

**COMPANY NAME:** \_\_\_\_\_

We propose to furnish all labor, tools, equipment, transportation, permits, licenses, services and incidentals necessary in order to provide Grounds Maintenance for the City of Miami Beach, in accordance with Bid Specifications, as follows:

Item #	Project Description	Cost per Service	# Services	Cost Per Year
1	Julia Tuttle Causeway	\$ _____	30	\$ _____
2	Mac Arthur Causeway/	\$ _____	30	\$ _____
3	Fifth Street	\$ _____	30	\$ _____
4	Palm/Hibiscus Island	\$ _____	34	\$ _____
5	Star Island	\$ _____	34	\$ _____
6	Collins Ave (40th to 59 <sup>th</sup> St.)	\$ _____	30	\$ _____
7	Marseille Drive	\$ _____	30	\$ _____

**ANNUAL GRAND TOTAL: \$** \_\_\_\_\_

**THREE YEAR CONTRACT TO PROVIDE  
 GROUNDS MAINTENANCE SERVICE  
 BID # 31-03/04**

**Bid Proposal Page 2 of 4**

**COMPANY NAME:** \_\_\_\_\_

Not to Exceed (NTE) Hourly Labor Rates ( for Work other than specified herein, at the direction of the City) SEE SECTION 4.9 – ADDITIONAL WORK			
Item #	Job Classification		NTE Hourly Rate
8	Hourly rate per Contractor Representative	Regular time:	\$
		Overtime:	\$
9	Hourly rate per Laborer/Groundskeeper	Regular time:	\$
		Overtime:	\$
10	Hourly rate per Irrigation Technician	Regular time:	\$
		Overtime:	\$
11	Hourly rate per Large Equipment Operator	Regular time:	\$
		Overtime:	\$
12	Hourly rate per Supervisor/Foreman	Regular time:	\$
		Overtime:	\$
13	Hourly rate per Climber	Regular time:	\$
		Overtime:	\$
14	Hourly rate per Certified Arborist	Regular time:	\$
		Overtime:	\$
15	Hourly rate per Pest Control Technician	Regular time:	\$
		Overtime:	\$

**NOTE: THE CITY RESERVES THE RIGHT TO NEGOTIATE THESE NOT TO EXCEED (NTE) HOURLY LABOR RATES FROM THE SUCCESSFUL BIDDER(S). SHOULD NEGOTIATIONS BE UNSUCCESSFUL, THE CITY RESERVES THE RIGHT TO REQUEST AND NEGOTIATE HOURLY LABOR RATES FOR ANY/ALL ADDITIONAL WORK FROM OTHER CONTRACTORS.**

**THREE YEAR CONTRACT TO PROVIDE  
GROUNDS MAINTENANCE SERVICE  
BID # 31-03/04**

**Bid Proposal Page 3 of 4**

**COMPANY NAME:** \_\_\_\_\_

Materials ( for Materials not specified herein, to be installed at the direction of the City)		
Item #	Description	Unit Price Installed
16	St. Augustine Sod	\$ /pallet
17	Bahia Sod	\$ /pallet
18	Cypress Mulch	\$ /cubic yard
19	Seasonal Color	\$ /each
20	For all other materials not specified, Contractor shall furnish at vendor cost.	VENDOR COST
21	A Not to Exceed costs to install plant materials and trees up to 45 gallon containers.	\$ _____ each

**NOTE: AS IT RELATES TO ITEM #21 ABOVE, THE CITY RESERVES THE RIGHT TO NEGOTIATE THESE NOT TO EXCEED (NTE) COSTS TO INSTALL PLANT MATERIAL AND TREES UP TO 45 GALLON CONTAINERS FROM THE SUCCESSFUL BIDDER(S). SHOULD NEGOTIATIONS BE UNSUCCESSFUL, THE CITY RESERVES THE RIGHT TO REQUEST AND NEGOTIATE THIS COSTS/FEE FROM OTHER CONTRACTORS.**

**THREE YEAR CONTRACT TO PROVIDE  
GROUNDS MAINTENANCE SERVICE  
BID # 31-03/04**

**Bid Proposal Page 4 of 4**

**PAYMENT TERMS:** NET 30. If other, specify here \_\_\_\_\_

**ANY LETTERS, ATTACHMENTS, OR ADDITIONAL INFORMATION TO BE  
CONSIDERED PART OF THE BID MUST BE SUBMITTED IN DUPLICATE.**

**SUBMITTED BY:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

(I certify that I am authorized to execute this proposal and  
commit the bidding firm)

**Bidders must acknowledge receipt of addendum (if applicable).**

Amendment No. 1: \_\_\_\_\_  
Insert Date

Amendment No. 2: \_\_\_\_\_  
Insert Date

Amendment No. 3: \_\_\_\_\_  
Insert Date

Amendment No. 4: \_\_\_\_\_  
Insert Date

**NAME/TITLE(Print):** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY/STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**TELEPHONE NO:** \_\_\_\_\_

**FACSIMILE NO:** \_\_\_\_\_

**FEDERAL I.D.#:** \_\_\_\_\_

**THREE YEAR CONTRACT TO PROVIDE  
 GROUNDS MAINTENANCE SERVICE  
 BID # 31-03/04**

<b>SCHEDULE OF VALUES</b>				
Provide unit price/price per service for the services listed below. These prices may be utilized by the City during negotiations, should additional/deleted services be required.				
Item # 1 Julia Tuttle Causeway				
<b>SERVICE</b>	<b>UNIT PRICE</b>	<b>ANNUAL SERVICES</b>	<b>PRICE PER SERVICE</b>	<b>PRICE PER YEAR</b>
Turf Mowing	\$	30	\$	\$
Grass Trimming and Edging	\$	30	\$	\$
Shrub Pruning	\$	12	\$	\$
Groundcover Pruning	\$	12	\$	\$
Tree and Palm Pruning	\$	1	\$	\$
Weed Control	\$	30	\$	\$
Litter Control	\$	156	\$	\$
Turf Fertilization	\$	4	\$	\$
Shrub and Groundcover Fertilization	\$	3	\$	\$
Tree and Palm Fertilization	\$	2	\$	\$

**THREE YEAR CONTRACT TO PROVIDE  
 GROUNDS MAINTENANCE SERVICE  
 BID # 31-03/04**

<b>SCHEDULE OF VALUES</b>				
Provide unit price/price per service for the services listed below. These prices may be utilized by the City during negotiations, should additional/deleted services be required.				
<b>Item # 2 MacAuthur Causeway</b>				
<b>SERVICE</b>	<b>UNIT PRICE</b>	<b>ANNUAL SERVICES</b>	<b>PRICE PER SERVICE</b>	<b>PRICE PER YEAR</b>
Turf Mowing	\$	30	\$	\$
Grass Trimming and Edging	\$	30	\$	\$
Shrub Pruning	\$	12	\$	\$
Groundcover Pruning	\$	12	\$	\$
Tree and Palm Pruning	\$	1	\$	\$
Weed Control	\$	30	\$	\$
Litter Control	\$	156	\$	\$
Turf Fertilization	\$	4	\$	\$
Shrub and Groundcover Fertilization	\$	3	\$	\$
Tree and Palm Fertilization	\$	2	\$	\$

**THREE YEAR CONTRACT TO PROVIDE  
 GROUNDS MAINTENANCE SERVICE  
 BID # 31-03/04**

<b>SCHEDULE OF VALUES</b>				
Provide unit price/price per service for the services listed below. These prices may be utilized by the City during negotiations, should additional/deleted services be required.				
Item # 3 Fifth Street				
<b>SERVICE</b>	<b>UNIT PRICE</b>	<b>ANNUAL SERVICES</b>	<b>PRICE PER SERVICE</b>	<b>PRICE PER YEAR</b>
Turf Mowing	\$	30	\$	\$
Grass Trimming and Edging	\$	30	\$	\$
Shrub Pruning	\$	12	\$	\$
Groundcover Pruning	\$	12	\$	\$
Tree and Palm Pruning	\$	1	\$	\$
Weed Control	\$	30	\$	\$
Litter Control	\$	156	\$	\$
Turf Fertilization	\$	4	\$	\$
Shrub and Groundcover Fertilization	\$	3	\$	\$
Tree and Palm Fertilization	\$	2	\$	\$

**THREE YEAR CONTRACT TO PROVIDE  
 GROUNDS MAINTENANCE SERVICE  
 BID # 31-03/04**

<b>SCHEDULE OF VALUES</b>				
Provide unit price/price per service for the services listed below. These prices may be utilized by the City during negotiations, should additional/deleted services be required.				
<b>Item # 4 Collins Avenue Medians</b>				
<b>SERVICE</b>	<b>UNIT PRICE</b>	<b>ANNUAL SERVICES</b>	<b>PRICE PER SERVICE</b>	<b>PRICE PER YEAR</b>
<b>Turf Mowing</b>	\$	<b>30</b>	\$	\$
<b>Grass Trimming and Edging</b>	\$	<b>30</b>	\$	\$
<b>Shrub Pruning</b>	\$	<b>12</b>	\$	\$
<b>Groundcover Pruning</b>	\$	<b>12</b>	\$	\$
<b>Tree and Palm Pruning</b>	\$	<b>1</b>	\$	\$
<b>Weed Control</b>	\$	<b>30</b>	\$	\$
<b>Litter Control</b>	\$	<b>156</b>	\$	\$
<b>Turf Fertilization</b>	\$	<b>4</b>	\$	\$
<b>Shrub and Groundcover Fertilization</b>	\$	<b>3</b>	\$	\$
<b>Tree and Palm Fertilization</b>	\$	<b>2</b>	\$	\$

**THREE YEAR CONTRACT TO PROVIDE  
 GROUNDS MAINTENANCE SERVICE  
 BID # 31-03/04**

<b>SCHEDULE OF VALUES</b>				
Provide unit price/price per service for the services listed below. These prices may be utilized by the City during negotiations, should additional/deleted services be required.				
Item # 5 Palm Island				
<b>SERVICE</b>	<b>UNIT PRICE</b>	<b>ANNUAL SERVICES</b>	<b>PRICE PER SERVICE</b>	<b>PRICE PER YEAR</b>
Turf Mowing	\$	34	\$	\$
Grass Trimming and Edging	\$	34	\$	\$
Shrub Pruning	\$	12	\$	\$
Groundcover Pruning	\$	12	\$	\$
Tree and Palm Pruning	\$	1	\$	\$
Weed Control	\$	30	\$	\$
Litter Control	\$	34	\$	\$
Turf Fertilization	\$	4	\$	\$
Shrub and Groundcover Fertilization	\$	3	\$	\$
Tree and Palm Fertilization	\$	2	\$	\$

**BID NO: 31-03/04  
 DATE: 06/29/04**

**THREE YEAR CONTRACT TO PROVIDE  
GROUNDS MAINTENANCE SERVICE  
BID # 31-03/04**

SCHEDULE OF VALUES				
Provide unit price/price per service for the services listed below. These prices may be utilized by the City during negotiations, should additional/deleted services be required.				
Item # 6 Hibiscus Island				
SERVICE	UNIT PRICE	ANNUAL SERVICES	PRICE PER SERVICE	PRICE PER YEAR
Turf Mowing	\$	34	\$	\$
Grass Trimming and Edging	\$	34	\$	\$
Shrub Pruning	\$	12	\$	\$
Groundcover Pruning	\$	12	\$	\$
Tree and Palm Pruning	\$	1	\$	\$
Weed Control	\$	30	\$	\$
Litter Control	\$	34	\$	\$
Turf Fertilization	\$	4	\$	\$
Shrub and Groundcover Fertilization	\$	3	\$	\$
Tree and Palm Fertilization	\$	2	\$	\$

**THREE YEAR CONTRACT TO PROVIDE  
 GROUNDS MAINTENANCE SERVICE  
 BID # 31-03/04**

<b>SCHEDULE OF VALUES</b>				
Provide unit price/price per service for the services listed below. These prices may be utilized by the City during negotiations, should additional/deleted services be required.				
<b>Item # 7 Star Island</b>				
<b>SERVICE</b>	<b>UNIT PRICE</b>	<b>ANNUAL SERVICES</b>	<b>PRICE PER SERVICE</b>	<b>PRICE PER YEAR</b>
Turf Mowing	\$	34	\$	\$
Grass Trimming and Edging	\$	34	\$	\$
Shrub Pruning	\$	12	\$	\$
Groundcover Pruning	\$	12	\$	\$
Tree and Palm Pruning	\$	1	\$	\$
Weed Control	\$	30	\$	\$
Litter Control	\$	34	\$	\$
Turf Fertilization	\$	4	\$	\$
Shrub and Groundcover Fertilization	\$	3	\$	\$
Tree and Palm Fertilization	\$	2	\$	\$

**THREE YEAR CONTRACT TO PROVIDE  
 GROUNDS MAINTENANCE SERVICE  
 BID # 31-03/04**

SCHEDULE OF VALUES Provide unit price/price per service for the services listed below. These prices may be utilized by the City during negotiations, should additional/deleted services be required. Item # 8 Marseille Drive Streetscape				
SERVICE	UNIT PRICE	ANNUAL SERVICES	PRICE PER SERVICE	PRICE PER YEAR
Turf Mowing	\$	30	\$	\$
Grass Trimming and Edging	\$	30	\$	\$
Shrub Pruning	\$	12	\$	\$
Groundcover Pruning	\$	12	\$	\$
Tree and Palm Pruning	\$	1	\$	\$
Weed Control	\$	30	\$	\$
Litter Control	\$	156	\$	\$
Turf Fertilization	\$	4	\$	\$
Shrub and Groundcover Fertilization	\$	3	\$	\$
Tree and Palm Fertilization	\$	2	\$	\$

**BID NO: 31-03/04  
 DATE: 06/29/04**

**THREE YEAR CONTRACT TO PROVIDE  
GROUNDS MAINTENANCE SERVICE  
BID # 31-03/04**

**BID CHECK LIST**

To ensure that your bid is submitted in conformance with the Contract Documents, please verify that the following items have been completed and submitted as required.

<b>X</b>	<b>Original and one copy of bid (including all submittal information)</b> General Conditions Section 1.1 Special Conditions Section 2.24
<b>X</b>	<b>Execution of Bid</b> General Conditions Section 1.2
<b>N/A</b>	<b>Equivalents/Equal Product</b> General Condition Section 1.10
<b>X</b>	<b>Insurance and Indemnification (including Insurance Checklist)</b> General Condition Section 1.26 Special Conditions Section 1.59
<b>X</b>	<b>Bid Guaranty/Payment &amp; Performance Bond</b> General Condition Section 1.27
<b>X</b>	<b>Warranty</b> Special Conditions Section 2.16
<b>N/A</b>	<b>Product/Catalog Information</b> Special Conditions Section 2.17
<b>X</b>	<b>References</b> Special Conditions Section 2.18 / Page 68
<b>X</b>	<b>Bidder Qualifications</b> Special Conditions Section 2.21 General Requirements Section 3.2
<b>X</b>	<b>Exceptions to Specifications</b> Special Conditions Section 2.23
<b>X</b>	<b>Contractor's Questionnaire</b> (Page 70)

**BID NO: 31-03/04  
DATE: 06/29/04**

**THREE YEAR CONTRACT TO PROVIDE  
GROUNDS MAINTENANCE SERVICE  
BID # 31-03/04**

**CUSTOMER REFERENCE LISTING**

Bidder's shall furnish the names, addresses, and telephone numbers of a minimum of six (6) firms or government organizations for which the Contractor is currently furnishing or has furnished, similar services. (See "2.18 References", page 24, and "Minimum Requirements, page 2)

1)            Company Name \_\_\_\_\_  
                 Address \_\_\_\_\_  
                 Contact Person/Contract Amount \_\_\_\_\_  
                 Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

2)            Company Name \_\_\_\_\_  
                 Address \_\_\_\_\_  
                 Contact Person/Contract Amount \_\_\_\_\_  
                 Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

3)            Company Name \_\_\_\_\_  
                 Address \_\_\_\_\_  
                 Contact Person/Contract Amount \_\_\_\_\_  
                 Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

**THREE YEAR CONTRACT TO PROVIDE  
GROUNDS MAINTENANCE SERVICE  
BID # 31-03/04**

**CUSTOMER REFERENCE LISTING (CONTD.)**

4)      Company Name \_\_\_\_\_  
         Address \_\_\_\_\_  
         Contact Person/Contract Amount \_\_\_\_\_  
         Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

5)      Company Name \_\_\_\_\_  
         Address \_\_\_\_\_  
         Contact Person/Contract Amount \_\_\_\_\_  
         Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

6)      Company Name \_\_\_\_\_  
         Address \_\_\_\_\_  
         Contact Person/Contract Amount \_\_\_\_\_  
         Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

**THREE YEAR CONTRACT TO PROVIDE  
GROUNDS MAINTENANCE SERVICE  
BID # 31-03/04**

**CONTRACTOR'S QUESTIONNAIRE**

**NOTE:**      **Information supplied in response to this questionnaire is subject to verification. Inaccurate or incomplete answers may be grounds for disqualification from award of this bid.**

Submitted to The Mayor and City Commission of the City of Miami Beach, Florida:

By \_\_\_\_\_

Principal Office \_\_\_\_\_

How many years has your organization been in business under your present business name? \_\_\_\_\_

Does your organization have current occupational licenses entitling it to do the work contemplated in this Contract? \_\_\_\_\_

State of Florida occupational license - state type and number: \_\_\_\_\_

Dade County certificate of competency - state type and number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Include copies of above licenses and certificates with proposal.

Have you ever had a contract terminated due to failure to comply with contractual specifications? \_\_\_\_\_

If so, where and why? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In what other lines of business are you financially interested or engaged? \_\_\_\_\_

\_\_\_\_\_

Give references as to experience, ability, and financial standing \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR'S QUESTIONNAIRE (CONTD.)**

What equipment do you own that is available for the proposed work and where located?

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Please list the names and addresses of subcontractors to be used, if any.

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Vendor Campaign Contribution(s):

- a. You must provide the names of all individuals or entities (including your sub-consultants) with a controlling financial interest. The term "controlling financial interest" shall mean the ownership, directly or indirectly, of 10% or more of the outstanding capital stock in any corporation or a direct or indirect interest of 10% or more in a firm. The term "firm" shall mean any corporation, partnership, business trust or any legal entity other than a natural person.

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- b. Individuals or entities (including our sub-consultants) with a controlling financial interest: \_\_\_\_\_ have \_\_\_\_\_ have not contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach. Please provide the name(s) and date(s) of said contributions and to whom said contribution was made.

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**CONTRACTOR'S QUESTIONNAIRE (CONTD.)**

**I HEREBY CERTIFY** that the above answers are true and correct.

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)